

**NATIONAL
DEVELOPMENT**

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2310
Washington
Street
Newton
Lower Falls
MA 02462

Geoffrey Hargreaves-Heald
Vice President and Senior Counsel
Direct Dial Number: 617-559-5036
Direct Fax Number: 617-663-6270
E-Mail: gh@natdev.com

November 9, 2009

BY OVERNIGHT DELIVERY

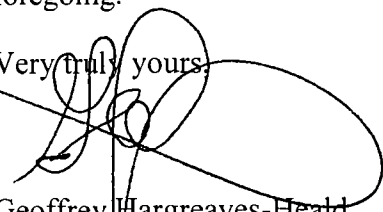
Mr. Joseph LeMay
United States Environmental Protection Agency, Region 1
One Congress Street, Suite 1100
Boston, MA 02114

RE: Grant of Environmental Restriction and Easement
and Related Documents for
112 Commerce Way, Woburn, Massachusetts

Dear Joe:

Enclosed at your request is a binder containing all of the relevant documents in connection with the Grant of Environmental Restriction and Easement for 112 Commerce Way, Woburn, Massachusetts. Please let me know if you have any questions about the foregoing.

Very truly yours,



Geoffrey Hargreaves-Heald
Vice President and Senior Counsel

GH/kbj
Enclosures

cc by email: David Peterson, Esq. – US Environmental Protection Agency, Region 1 (w/o encl.)
Andrew Cohen – Massachusetts Department of Environmental Protection (w/o encl.)
Missy Gorman – National Development (w/o encl.)

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Superfund Records CenterSITE: Industrial - PlexBREAK: 8.7OTHER: 457950

SCHEDULE OF INSTRUMENTS

**GRANT OF ENVIRONMENTAL RESTRICTION AND EASEMENT
BY**

112 COMMERCE WAY LLC

IN FAVOR OF

MASSACHUSETTS DEPARTMENT OF ENVIRONMENTAL PROTECTION

Parties & Counsel

Property Owner: 112 Commerce Way LLC

c/o National Development
2310 Washington Street
Newton Lower Falls, MA 02462
Geoffrey Hargreaves-Heald, Esq.
Tel: (617) 559-5036
Fax: (617) 965-7361
Email: gh@natdev.com

DEP: Massachusetts Department of Environmental Protection
One Winter Street
Boston, MA 02108
Andrew Cohen, Esquire
Tel: 617-292-5652
Email: andy.cohen@state.ma.us

EPA: US Environmental Protection Agency
One Congress Street, Suite 1100
Boston, MA 02114
Tel: (617) 918-2090

Joseph LeMay
Email: lemay.joe@epamail.epa.gov

David Peterson, Esq.
Email: peterson.david@epamail.epa.gov

DEP's Counsel Adorno & Yoss LLP
155 Federal Street, Suite 1202
Boston, MA 02110
Kenneth F. Wittaker, Ph.d
Tel: (617) 449-6023
Fax: (617) 412-3120
Email: kwhittaker@adorno.com

**Title Insurance
Company:**

Law Office of Joel A. Stein
17 Accord Park Drive, Suite 106
Norwell, MA 02061
Joel Stein, Esq.
Tel: (781) 878-5600
Fax: (781) 878-0500
Email: jstein@steintitle.com

Property:

112 Commerce Way, Woburn, Massachusetts

Recording Date:

May 6, 2009

I. GERE RELATED DOCUMENTS

1. Joint Approval Letter from DEP & EPA dated May 1, 2009 (the "Joint Approval Letter");
2. Recording Instructions to Michael Brewer, Middlesex South Registry of Deeds dated May 5, 2009;
3. Certification of Title from Joel Stein, Esquire dated April 16, 2009;
4. Recording Memo from Joel Stein, Esquire;

II. GERE RELATED DOCUMENTS

**Items listed in order of recording/filing with the Middlesex South Registry of Deeds (the "Registry") and Middlesex South District of the Land Court (the "Land Court").*

5. Three (3) Mylar Plans dated April 14, 2009, entitled Plan of Restricted Areas (Locus and Survey Control Network), prepared for (Now or Formerly) 112 Commerce Way LLC, Lot IC-41, Woburn, Massachusetts and prepared by Meridian Land Services, Inc. recorded with the Registry as Plan No. 242 of 2009;
6. Certificate of Good Standing for 112 Commerce Way by the Massachusetts Secretary of State filed with Land Court as Document No. 1499827;
7. Certificate of Good Standing and Legal Existence for NDNE Real Estate, Inc. by the Massachusetts Secretary of State filed with Land Court as Document No. 1499828;
8. Secretary's Certificate for NDNE Real Estate, Inc. filed with Land Court as Document No. 1499829;
9. Delegation of Authority from Massachusetts Department of Environmental Protection recorded with the Registry in Book 52725, Page 44 and filed with the Land Court as Document No. 1499830;
10. Grant of Environmental Restriction and Easement Agreement recorded with Registry in Book 52725, Page 46 and filed with the Land Court as Document No. 1499831.
11. Confirmation from Registry of marginal references to GERE on Vesting Deeds;
12. Subordination from City of Woburn recorded with the Registry in Book 52725, Page 114;
13. Certificate of Authority from City of Woburn recorded with the Registry in Book 52725, Page 116.

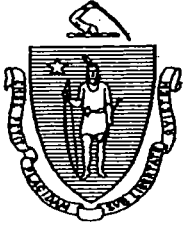
14. Subordination from Town of Reading recorded with the Registry in Book 52725, Page 117;
15. Certificate of Incumbency from Town of Reading recorded with the Registry in Book 52725, Page 120;
16. Certificate of Incumbency from Commerce Bank and Trust Company filed with Land Court as Document No. 1499832; Commissioner of Banks Certificate for Commerce Bank and Trust Company;
17. Subordination from Commerce Bank & Trust Company recorded with the Registry in Book 52725, Page 112 and filed with Land Court as Document No. 1499833;
18. Certificate of General Partners for Cranshaw Construction of New England Limited Partnership by the Massachusetts Secretary of State filed with Land Court as Document No. 1499834;
19. Certificate of Legal Existence and Good Standing for Cranshaw Construction of New England, Inc. from the Massachusetts Secretary of State filed with Land Court as Document No. 1499835;
20. Subordination from Cranshaw Construction of New England Limited Partnership recorded with the Registry in Book 52725, Page 121 and filed with the Land Court as Document No. 1499836;
21. Release Deed from Massachusetts Department of Environmental Protection recorded with the Registry in Book 52725, Page 123 and filed with Land Court as Document No. 1499837;
22. Amendment to Declaration of Interim Deed Restrictions from US Environmental Protection Agency recorded with the Registry in Book 53053, Page 203 and filed with Land Court as Document No. 1504968;
23. Release Deed from US Environmental Protection Agency recorded with the Registry in Book 53053, Page 207 and filed with Land Court as Document No. 1504969; and
24. Subordination from Chipotle Grill of Colorado, LLC recorded with the Registry in Book 53161, Page 492 and related authority documentation.

III. ADDITIONAL ITEMS TO COMPLY WITH REQUIREMENTS OF JOINT APPROVAL LETTER

25. Updated Certificate of Title from Joel Stein, Esquire dated May 11, 2009;
26. Notice to PetSmart, Inc. with copy of recorded GERE;

27. Notice to Chipotle Grill of Colorado, LLC with copy of recorded GERE;
28. Notice to Bob's Discount Furniture with copy of recorded GERE;
29. Certification (regarding lease provisions);
30. Notification (and evidence of delivery) of recorded GERE to Thomas L. McLaughlin, Mayor of the City of Woburn;
31. Notification (and evidence of delivery) of recorded GERE to Jack Fralick, Director of the Board of Health of City of Woburn;
32. Notification (and evidence of delivery) of recorded GERE to Edmond Tarallo, Director of the Planning Board of City of Woburn;
33. Notification (and evidence of delivery) of the recorded GERE to Stephen Paris, Building Commissioner of the City of Woburn;
34. Copy of Public Notice of the recording of the GERE with Woburn Daily Times Chronicle;
35. As Built Plans of the Property; and
36. Letter confirmation from Massachusetts Department of Environmental Protection of satisfaction of all obligations in Joint Approval Letter.

W:\Legal\MGorman\Woburn - 112 Commerce Way\Grant of Env Restriction\Schedule of Instruments (GERE).doc



COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF ENERGY & ENVIRONMENTAL AFFAIRS
DEPARTMENT OF ENVIRONMENTAL PROTECTION
ONE WINTER STREET, BOSTON, MA 02108 617-292-5500

DEVAL L. PATRICK
Governor

TIMOTHY P. MURRAY
Lieutenant Governor

IAN A. BOWLES
Secretary

LAURIE BURT
Commissioner

JOINT AGENCY APPROVAL OF GERE (LOT IC-41)
SUBJECT TO CONDITIONS AND REQUIREMENTS

JOINT AGENCY APPROVAL OF GROUND LEASE
SUBJECT TO CONDITION

May 1, 2009

112 Commerce Way LLC
c/o Geoffrey Hargreaves-Heald, Esq.
Vice President and Senior Counsel
National Development
2310 Washington Street
Newton Lower Falls, MA 02462

Re: Industri-Plex Superfund Site, Woburn, MA
EPA Site Identification Number: MAD076580950
MassDEP Release Tracking Number: 3-0001731

Property address: 112 Commerce Way, Woburn, MA
Plan of Restricted Areas Lot IC-41

Request for Approval of GERE Submittal and Ground Lease

Dear Mr. Hargreaves-Heald:

This letter pertains to your request for approval of a proposed Grant of Environmental Restriction and Easement and approval of an existing ground lease, both requests made in connection with the Industri-Plex Superfund Site referenced above.

I. GERE Submittal. On April 21, 2009 you submitted on behalf of 112 Commerce Way LLC (the Property Owner), for approval, a fully executed Grant of Environmental Restriction and Easement (GERE) to be held by the Massachusetts Department of Environmental Protection (MassDEP) including Appendices I through VII and Exhibit A (in four originals), a copy of a recorded and/or registered plan of the Property¹ and the Plan of Restricted

¹ The plan of the Property, consisting of a copy of each of the following plans of record, was previously submitted and is not included in the GERE Submittal: "Plan of Land in Woburn, Mass." prepared by Dana F. Perkins & Sons, Inc., dated July 28, 1976, recorded in the Middlesex South District Registry of Deeds at Book 13080, Page 451; "Plan of Land in Woburn, Mass." prepared by Dana F. Perkins & Sons, Inc., dated August 6, 1976, filed in the Middlesex South Registry District of the Land Court as Plan No. 7312K; and a plan entitled "Project: 112 Commerce Way, 30 Atlantic Avenue, Woburn, MA" and "Drawing Title: Approval Not Required", dated May 23,

Areas referenced therein (Plan of Restricted Areas), an executed certification of title to MassDEP, subordination agreements and related evidence of authority as noted below, and an unexecuted Certification by the Property Owner regarding certain leases also as noted below (collectively, the GERE Submittal).

The GERE is being established at the Industri-Plex Superfund Site referenced above (the Site) on property referred to as 112 Commerce Way in Woburn, MA and shown on a Plan of Restricted Areas as Lot IC-41 (the Property). The GERE Submittal is made pursuant to a 1989 Consent Decree entered by the U.S. District Court (D. Mass.) in connection with the Site, recorded at the Middlesex South Registry of Deeds in Book 19837, Page 476 (the Consent Decree). The Property Owner is a successor-in-title to Boyd Corporation, a Settling Defendant in the Consent Decree. Section IV.A of the Consent Decree obligates successors-in-title to inaugurate the GERE which is a component of the institutional controls being established for the Site. The Property Owner is also submitting the GERE pursuant to certain Notice and Covenants instruments recorded and/or filed in connection with the Property and certain approval letters previously issued jointly by the U.S. Environmental Protection Agency (USEPA) and MassDEP (and related Declarations of Interim Deed Restriction recorded and/or filed in connection with the Property).

The Property Owner's delivery of the GERE Submittal follows a pre-review by the Industri-Plex Site Remedial Trust's (ISRT's) designated GERE counsel, Frederick Dashiell, Esq., and various draft submittals and discussions with MassDEP, the United States Environmental Protection Agency (USEPA) and Mr. Dashiell on behalf of the ISRT.

The proposed GERE would be granted to MassDEP. As you know, in correspondence from Robert Cianciarulo, Chief, Massachusetts Superfund Section, EPA New England, dated August 5, 2008, USEPA requested MassDEP to serve as sole grantee for the GERES to be established at the Site. MassDEP has agreed to do so with regard to the Property Owner's GERE pursuant to MassDEP's authority under Chapter 21E, § 6 of Massachusetts General Laws, M.G.L. c. 21E, § 6, as amended, and the Consent Decree.

This letter is to notify you that MassDEP and USEPA hereby APPROVE the Property Owner's proposed GERE, SUBJECT TO CONDITIONS and REQUIREMENTS, as set forth below. Two approved originals of the GERE, including appendices and exhibit, are enclosed; one for filing/recording, the other for your records.

In accepting the enclosed, approved GERE for recording and filing and in recording and filing the same, you, on behalf of the Property Owner, are deemed to have acknowledged and agreed to satisfy all Conditions and Requirements set forth below, including administrative deadlines, unless the same are waived or otherwise modified in writing, by MassDEP, after an opportunity for review and comment by USEPA.

Failure to comply with any Condition, including any administrative deadline, that is not so waived or modified may render this GERE approval NULL and VOID and may subject your client to enforcement action under M.G.L. c.21E, CERCLA and/or the Consent Decree, at MassDEP's and USEPA's respective, independent discretion. In the event that MassDEP and/or USEPA determine that this approval is NULL and VOID, you, on behalf of your client, are further deemed to agree that MassDEP and/or USEPA may record written notice of the same, or other appropriate instrument, against the Property, upon seven (7) days' written notice to you, on behalf of the Property Owner, unless the same is cured within the notice period.

Failure to comply with any Requirement including any administrative deadline that is not so waived or modified may subject the Property Owner to enforcement action under M.G.L. c.21E, CERCLA and/or the Consent Decree, at MassDEP's and USEPA's respective, independent discretion.

THIS APPROVAL IS SUBJECT TO THE FOLLOWING CONDITIONS:

1. The original mylars of the Plan of Restricted Areas shall be recorded in advance of recording the GERE and/or filing the GERE with the Land Court.
2. All recording data and dates shall be properly completed in all approved documents prior to recording the same and/or filing the same with the Land Court. This shall include, without limitation, the following:
 - a. all recording data relative to the plan of the Property² and the Plan of Restricted Areas, and the date of execution of the GERE, must be completed in the GERE and its Appendices, as indicated; and
 - b. all recording data for the GERE and the date of execution of the GERE must be completed in each subordination agreement and evidence of authority document, as indicated.
3. Immediately prior to recording and filing the GERE, the examination of title to the Property upon which the certification of title is based must be updated through the date and time of recording and filing. If any additional encumbrances have been recorded or filed since the date and time of the certification of title, the GERE shall not be recorded or filed, but MassDEP and USEPA must immediately be notified and provided a copy of each such encumbrance and any associated plans.
4. If no such additional encumbrances have been recorded or filed, then the GERE (including the enclosed, original Commissioner's Delegation of Authority), the approved subordination agreements and the authority documents as set forth in Attachment 1, must all be duly recorded by the Property Owner in the registry of deeds and/or filed with the Land Court within thirty (30) days of the date of this approval letter; if any such additional encumbrances have been recorded or filed, then the

² This requirement has been satisfied with respect to the plan of the Property by virtue of the recording data for this plan having already been included in the GERE.

said thirty (30) day period shall commence upon receipt of further written approval from MassDEP and USEPA, after such additional encumbrances have been subordinated or otherwise addressed as required by MassDEP and USEPA. The GERE should be marginally referenced on the deed into the Property Owner if such service is provided by the registry.

5. Relative to three certain Notice and Covenants recorded and/or filed in connection with the Property, if and only if all of the foregoing conditions 1 through 4, inclusive, have been fully satisfied, the Property Owner is hereby authorized to and the Property Owner shall, after completing the date of the GERE and the recording data for the GERE where indicated:
 - a. within the timeframe established in Condition #4, above, record with the registry and/or file with the Land Court the Release Deed executed by MassDEP (MassDEP Release), which is enclosed in two originals herewith (one for filing/recording, the other for your records); and
 - b. within the later of the timeframe established in Condition #4, above, and thirty (30) days after receipt thereof, record with the registry and/or file with the Land Court the Release Deed executed by USEPA (USEPA Release) to be provided under separate cover by USEPA.
6. Relative to two certain Declarations of Interim Deed Restriction recorded and/or filed in connection with the Property, if and only if all of the foregoing conditions 1 through 4, inclusive, have been fully satisfied, the Property Owner is hereby authorized to and the Property Owner shall, after completing the date of the GERE and the recording data for the GERE where indicated, and within the later of the timeframe established in Condition #4, above, and thirty (30) days after receipt thereof, record with the registry and file with the Land Court the Amended Declaration of Interim Deed Restriction executed by USEPA (USEPA Termination Document), to be provided under separate cover by USEPA.
7. Relative to three certain notices and/or memoranda of lease recorded and/or filed in connection with the Property:
 - a. this GERE Approval Letter is predicated upon the truth and accuracy of each and every certification by the Property Owner to MassDEP set forth in a document entitled "Certification," attached hereto as Attachment 2 and made a part hereof;
 - b. the Property Owner shall deliver to each tenant identified in said Certification, as indicated therein, a copy of the fully executed GERE as recorded and/or filed, within ten (10) days of recording and/or filing the GERE; and
 - c. after completing the date of the GERE and the recording data for the GERE where indicated, and the date of delivery of the GERE to said tenants where indicated, the Property Owner shall submit a fully executed Certification and evidence documenting delivery of

the GERE as required by Condition #7.b., both within ten (10) days of recording and filing the GERE.

8. An updated certification of title confirming that no new encumbrances appeared of record prior to recording and filing (as required pursuant to Condition #3, above) must be submitted within ten (10) days of recording and filing the GERE. This updated certification of title shall update the time of examination of title to the Property through the time of recording and filing and include the following additional statement (or other statement satisfactory to MassDEP) inserted immediately following the first paragraph of the original certification of title:

Immediately upon completion of our examination, I have caused to be recorded with the Registry and/or filed for registration with the Land Registration Office a Grant of Environmental Restriction and Easement, dated March 5, 2009, (the "GERE") from the Grantor (defined, below) to the Commonwealth of Massachusetts Acting by and through its Department of Environmental Protection. The GERE was recorded and/or filed for registration at [insert recording information].

THIS APPROVAL IS SUBJECT TO THE FOLLOWING REQUIREMENTS:

- A. Within thirty (30) days of recording the GERE, or if not available before the expiration of said time period, as soon as reasonably possible thereafter, the Property Owner shall submit a certified registry and/or Land Court copy of each of the following:
 - i. the GERE bearing the book and page/instrument number and/or document number;
 - ii. the survey plan of the Property³ and the Plan of Restricted Areas, bearing the plan book/plan numbers; and
 - iii. the deed into the Property Owner, bearing the marginal reference required by Condition #4, if applicable.
- B. Within thirty (30) days of recording the subordination agreements, authority documents, the MassDEP Release, the USEPA Release and the USEPA Termination Document, the Property Owner shall submit a certified registry copy of each, bearing the book and page/instrument number and/or document number.
- C. Within thirty (30) days of recording the GERE, the Property Owner shall provide:
 - i. a copy of the recorded GERE to the Mayor, the Director of the Board of Health, the Director of the Planning Board, and the Building Commissioner, each in the City of Woburn; and

³ See note 2, *supra*.

- ii. a public notice of the recording of the GERE in accordance with the requirements set forth in 310 Code of Massachusetts Regulations 40.1403(7)(b) and a form provided by MassDEP for that purpose, if any; and
 - iii. submit evidence documenting the accomplishment of the foregoing two requirements, C.i. and C.ii.
- D. Relative to a certain lease with Chipotle Grill of Colorado, LLC (the Chipotle Lease), a Memorandum of said lease being identified in the Certification described in Condition #8, the Property Owner shall:
- i. make best efforts to obtain from Chipotle Mexican Grill of Colorado, LLC a subordination agreement substantially in the form attached hereto at Attachment 3 and satisfactory to MassDEP;
 - ii. within forty-five (45) days of the date hereof, shall submit said subordination agreement (including appropriate evidence of authority) for approval by MassDEP or, if unsuccessful in obtaining the same, written documentation of said best efforts and shall thereafter cooperate with MassDEP and USEPA in securing said subordination agreement; and
 - iii. once said subordination agreement has been obtained, within ten (10) days of MassDEP approval thereof or as otherwise specified by MassDEP, shall record and/or file the same with the registry and/or said Land Court, as appropriate.
- E. Relative to certain redevelopment of the Property, the Property Owner shall submit no later than August 1, 2009 an as-built plan depicting the surveyed location of current structures situated on the Property.
- F. All required submittals, for both Conditions and Requirements, shall be made to both the MassDEP and USEPA, at the addresses set forth below. Upon request from either agency, such submittals shall include a duplicate and/or electronic copy (if available).

As to MassDEP:

Bureau of Waste Site Cleanup
Department of Environmental Protection
One Winter Street, 8th Floor
Boston, MA 02108
Attention: Industri-Plex Superfund Site Project Manager

As to USEPA:

EPA Remedial Project Manager
Industri-Plex Superfund Site
United States Environmental Protection Agency, Region I
One Congress Street, Suite 1100, Mailcode HBO
Boston, MA 02114.

II. Chipotle Lease. You have requested approval for transfer of an interest in the Property pursuant to the Chipotle Lease previously entered into between the Property Owner and its ground lessee, described above. MassDEP and USEPA have considered your request pursuant to Section X.A. of the Consent Decree, described above, and two certain approval letters dated June 25, 2007 and June 25, 2008, respectively, jointly issued by MassDEP and USEPA in connection with the Property Owner's acquisition of the Property.

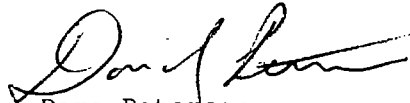
This letter is also to notify you that MassDEP and USEPA APPROVE the Property Owner's transfer of an interest in the Property pursuant to the Chipotle Lease, provided however, that said approval is hereby conditioned upon and shall only become effective upon MassDEP's further written approval, with notice to USEPA, and the Property Owner's recordation and/or filing, as appropriate, of a subordination agreement in accordance with Requirement D. iii, above, to be submitted for such approval in accordance with Requirement D. ii, above. If the foregoing conditions are not satisfied within sixty (60) days of the date hereof, this approval shall thereupon become NULL and VOID, unless extended in writing by MassDEP, with notice to USEPA.

Thank you for your cooperation in this matter. If you have any questions, please do not hesitate to contact either of us at (617) 292-5652 for Andy Cohen and at (617) 918-1891 for Dave Peterson.

Sincerely,



Andy Cohen
Senior Counsel
MassDEP



Dave Peterson
Enforcement Counsel
USEPA

Ken Whittaker

cc: ~~Frederick Dashiell~~, Esq., ISRT GERE Counsel (w/o enclosures)
Tim Cosgrave, ISRT OUI Coordinator (*w/o enclosures*)
Jennifer McWeeney, MassDEP Project Manager (w/o enclosures)
Joseph LeMay, USEPA Remedial Project Manager (w/o enclosures)

Attachments

Attachment 1-List of Subordination Agreements and Authority Documents
Attachment 2-Certification (regarding three leases)
Attachment 3-Form Subordination Agreement for the Chipotle Lease

two
Enclosures (~~three~~ originals each of):
GERE (including Delegation of Authority, w/Appendices and Exhibits)
MassDEP Release (for three Notice and Covenants)

Attachment 1

List of Subordination Agreements and Authority Documents

Subordination Agreements:

1. Commerce Bank & Trust – relative to a construction mortgage and security agreement (Recorded at B49694, P100, Filed as Document #1447532), a collateral assignment of leases and rents (Recorded at B49694, P119, Filed as Document #1447533), both as affected by a first amendment to construction mortgage, security agreement and collateral assignment of lease and rents (Recorded at B51455, P1263, Filed as Document #1477799)
2. City of Woburn – relative to an easement (Recorded at B31863, P151)
3. Cranshaw Construction – relative to a notice of contract (Recorded at B51642, P466, Filed as Document #1481161) and a partial waiver and subordination of lien (Recorded at B51755, P523, Filed as Document #1483877)
4. Town of Reading – relative to a taking (Recorded at B13078, P191)

Authority Documents:

1. Commerce Bank & Trust Company – Clerk's Certificate certifying vote of authority
2. Commerce Bank & Trust Company – Clerk's Certificate of Incumbency
3. Commerce Bank & Trust Company – Commissioner of Banks counsel's certificate of legal existence
4. City of Woburn – City Clerk true copy of City Council resolution of authority
5. 112 Commerce Way LLC – Secretary of State Certificate of legal existence
6. 112 Commerce Way LLC – Secretary of State Certificate identifying manager
7. NDNE Real Estate, Inc. – Secretary of State Certificate of legal existence and good standing
8. NDNE Real Estate, Inc. – Secretary's Certificate certifying incumbency of officers
9. Cranshaw Construction of New England Limited Partnership – Secretary of State Certificate certifying formation and names of General Partners
10. Cranshaw Construction of New England, Inc. – Secretary of State Certificate of legal existence and good standing
11. Town of Reading – Town Clerk's Certificate of Incumbency

Industri-Plex Site, Woburn, MA
112 Commerce Way LLC GERE Approval for Lot IC-41
Attachment 2
May 1, 2009

Attachment 2

Certification (regarding three leases)

CERTIFICATION

The undersigned, 112 COMMERCE WAY LLC, is a Massachusetts limited liability company, having an address of 2310 Washington Street, Newton Lower Falls, Middlesex County, Massachusetts 02462. The MASSACHUSETTS DEPARTMENT OF ENVIRONMENTAL PROTECTION ("MassDEP") is a duly constituted agency organized under the laws of the Commonwealth of Massachusetts, having its principal office at One Winter Street, Boston, Massachusetts 02108.

The undersigned is the owner in fee simple of those certain parcels of land located in the City of Woburn, Middlesex County, Massachusetts, with the buildings and improvements thereon, known and/or numbered as 112 Commerce Way, which are more particularly bounded and described in Exhibit A, attached hereto and made a part hereof.

The undersigned does hereby certify to MassDEP as follows:

1. The provisions set forth on Exhibit B attached hereto and incorporated herein (collectively, the "Lease Provisions", and individually, a "Lease Provision") from the leases listed below (hereinafter collectively, the "Leases", and individually, a "Lease"), all of which affect the property at 112 Commerce Way, Woburn, Massachusetts (the "Property"), are true, complete, and correct copies of such provisions in the Leases:
 - (a) Retail Lease dated April 10, 2008 by and between 112 Commerce Way LLC, a Massachusetts limited liability company, as Landlord and Bob's Discount Furniture, LLC, a Massachusetts limited liability company, as Tenant (the "Bob's Lease"), notice of which is recorded in the form of a Notice of Lease in the Middlesex South District Registry of Deeds (the "Registry") in Book 51485, Page 165, and filed with the Middlesex South Registry District of the Land Court (the "Land Court") as Document No. 1478550.
 - (b) Ground Lease dated April 28, 2008 by and between 112 Commerce Way LLC, a Massachusetts limited liability company, as Landlord, and Chipotle Mexican Grill of Colorado, LLC, a Colorado limited liability company, as Tenant, as amended by Amendment to Lease dated October 14, 2008 (the "Chipotle Lease"), notice of which is recorded in the form of a Memorandum of Lease in the Registry in Book 52569, Page 123.
 - (c) Shopping Center Lease Agreement dated May 1, 2008 by and between 112 Commerce Way LLC, a Massachusetts limited liability company, as Landlord and PetSmart, Inc., a Delaware corporation, as Tenant, notice of which is recorded in the form of a Memorandum of Lease in the Registry in Book 51755, Page 504, and filed with the Land Court as Document No. 1483875.
2. Bob's Discount Furniture LLC, the tenant under the Bob's Lease, is an "Interior Space Tenant" as defined in the joint Approval Letter dated June 25, 2007 (the "Joint Approval Letter") of the MassDEP and the United States Environmental Protection Agency (the "EPA"), and recorded as an attachment to the Declaration of Interim Deed Restriction dated June 28, 2007 and recorded in the Registry in Book 49694, Page 14.
3. PetSmart, Inc, the tenant under the Petsmart Lease, is an "Interior Space Tenant" as defined in the Joint Approval Letter.

4. Chipotle Mexican Grill of Colorado, LLC, the tenant under the Chipotle Lease, is not an "Interior Space Tenant" as defined in the Joint Approval Letter.

5. Each Lease Provision requires the applicable tenant to accept its Lease subject and subordinate to any Grant of Environmental Restriction and Easement subsequently arising upon the Property, and therefore the effect of each Lease Provision is that each tenant has accepted its Lease subject and subordinate to the Grant of Environmental Restriction and Easement granted by 112 Commerce Way LLC to the MassDEP dated April __, 2009, recorded in the Registry in Book __, Page __, and filed in the Land Court as Document No. _____ (the "GERE"), as if for all purposes the GERE had been executed, delivered recorded and filed prior to the execution, delivery and recordation and/or registration of the applicable Lease.

6. None of the Leases contain any provisions that conflict with the effect of the Lease Provision in such Lease that each tenant has accepted its Lease subject and subordinate to the GERE, as described in Section 5 above.

7. On _____, 2009, the undersigned delivered to each of the tenants under the Leases a copy of the GERE as recorded in the Registry and filed in the Land Court, such delivery having been made in accordance with the notice requirements of each respective Lease, and with proof of delivery thereof.

Executed under seal as of the _____ day of _____ 2009.

112 COMMERCE WAY LLC

By: NDNE Real Estate, Inc.,
its Manager

By: _____
Name: Thomas M. Alperin
Title: President

EXHIBIT A

The land with the buildings thereon situated in Woburn, in the County of Middlesex, Commonwealth of Massachusetts, bounded and described as follows:

PARCEL I:

A certain parcel of land in Woburn, Middlesex County, Massachusetts, situated on the southwesterly side of Commerce Way, shown as Lot 31A on a plan entitled "Plan of Land in Woburn, Mass." dated July 28, 1976, by Dana F. Perkins and Sons, Inc., and recorded with Middlesex South District Deeds as Plan No. 1189 of 1976 in Book 13080 at Page 451, which parcel is bounded and described as follows:

NORTHEASTERLY	by the southwesterly sideline of Commerce Way by two bounds together measuring 303.41 feet;
SOUTHEASTERLY	by land now or formerly of Mark-Phillip Trust, 749.95 feet;
SOUTHWESTERLY	by land now or formerly of Mark-Phillip Trust, 300 feet; and
NORTHWESTERLY	by land now or formerly of Mark-Phillip Trust and by Lot 33, 705.06 feet.

Containing, according to said plan, 5 acres.

PARCEL II:

A certain parcel of land situated on the westerly side of Commerce Way in the City of Woburn, County of Middlesex, Commonwealth of Massachusetts, shown as "Parcel B Area = 11,267+ S.F." on a plan (the "Plan") entitled "Project: 112 Commerce Way, 30 Atlantic Avenue, Woburn, MA" and "Drawing Title: Approval Not Required", dated May 23, 2008, as revised through revision 1 dated June 10, 2008, prepared by Allen & Major Associates, Inc., and recorded on June 30, 2008 in the Middlesex South District Registry of Deeds as Plan No. 532 of 2008, and more particularly bounded and described as follows:

The point of beginning being an iron rod at the northwesterly most corner of the parcel described hereinafter; thence

S35°18'00"E Fifteen and Twenty Hundredths Feet (15.20') by the southwesterly sideline of Commerce Way to a point as shown on the Plan; thence;

S64°01'54"W Seven Hundred Fifty-Two and Forty-One Hundredths Feet (752.41') by land now or formerly MetroNorth Business Center LLC to a point as shown on the Plan; thence

N25°58'06"W Fifteen and No Hundredths Feet (15.00') by land of now or formerly Resources for Responsible Site Management to an iron rod; thence

N64°01'54"E Seven Hundred Forty-Nine and Ninety-Five Hundredths Feet (749.95') by land of now or formerly 112 Commerce Way LLC to the point of beginning.

The above described parcel contains an area of 11,267 square feet of land more or less.

REGISTERED LAND

A portion of said Lot 31A is registered land and is shown as Lot 34 on a plan entitled "Subdivision Plan of Land in Woburn", dated August 6, 1976, by Dana F. Perkins and Sons, Inc., and filed with the Engineering Office of the Land Court in Boston, Massachusetts as Plan No. 7312K, said registered land being bounded and described according to said plan as follows:

SOUTHEASTERLY	by lot 31A by three bounds together measuring 347.20 feet;
SOUTHWESTERLY	by land now or formerly of Mark-Phillip Trust, 194.54 feet; and
NORTHWESTERLY	by land now or formerly of Mark-Phillip Trust, 287.51 feet.

See Certificate of Title No. 239741

EXHIBIT B

(See attached)

(a) Bob's Discount Furniture

Section 2.3 Environmental Grants. Notwithstanding anything set forth herein to the contrary, Tenant accepts this Lease subject and subordinate: (i) to that certain Declaration of Interim Deed Restriction in favor of the United States Environmental Protection Agency ("USEPA") and the Massachusetts Department of Environmental Protection ("MassDEP") dated June 28, 2007 and recorded in the Middlesex South District Registry of Deeds at Book 49694, Page 14, and filed in the Middlesex South Registry District of the Land Court as Document No. 1447531 (the "Declaration"); (ii) to any Grant of Environmental Restriction and Easement, Grant of Interim Environmental Restriction and Easement, or other environmental deed restriction presently existing or hereafter arising upon the Property, and (iii) to any renewals, modifications and extensions of an instrument referred to in (i) or (ii), preceding. The foregoing sentence shall be self-operative and no further instrument of subordination shall be required. The Declaration and the documents referred to in subsections (ii) and (iii) above shall be collectively referred to as the "Environmental Grants". Landlord represents and warrants to Tenant throughout the term of the Lease that no part of the Shopping Center is "Class D Land" as mentioned in the Grant of Environmental Restriction and Easement (Exhibit C) of the Declaration of Interim Deed Restriction granted to Landlord by the U.S. Environmental Protection Agency's Approval Letter dated June 25, 2007.

(b) Chipotle Mexican Grill

Section 1.4. Environmental Grants and Declaration. Notwithstanding anything set forth herein to the contrary, Tenant accepts this Lease subject and subordinate: (i) to that certain Declaration of Interim Deed Restriction in favor of the United States Environmental Protection Agency ("USEPA") and the Massachusetts Department of Environmental Protection

("MassDEP") dated June 28, 2007 and recorded in the Middlesex South District Registry of Deeds at Book 49694, Page 14, and filed in the Middlesex South Registry District of the Land Court as Document No. 1447531 (the "Declaration"); (ii) to any Grant of Environmental Restriction and Easement, Grant of Interim Environmental Restriction and Easement, or other environmental deed restriction presently existing or hereafter arising upon the Property, and (iii) to any renewals, modifications and extensions of an instrument referred to in (i) or (ii), preceding. The foregoing sentence shall be self-operative and no further instrument of subordination shall be required. The Declaration and the documents referred to in subsections (ii) and (iii) above shall be collectively referred to as the Environmental Grants.

1.2

Environmental Grants. Notwithstanding anything set forth herein to the contrary, Tenant accepts this Lease subject and subordinate: (i) to that certain Declaration of Interim Deed Restriction in favor of the United States Environmental Protection Agency ("USEPA") and the Massachusetts Department of Environmental Protection ("MassDEP") dated June 28, 2007 and recorded in the Middlesex South District Registry of Deeds at Book 49694, Page 14, and filed in the Middlesex South Registry District of the Land Court as Document No. 1447531 (the "Declaration"); (ii) to any Grant of Environmental Restriction and Easement, Grant of Interim Environmental Restriction and Easement, or other environmental deed restriction presently existing or hereafter arising upon the Property, and (iii) to any renewals, modifications and extensions of an instrument referred to in (i) or (ii), preceding. The foregoing sentence shall be self-operative and no further instrument of subordination shall be required. The Declaration and the documents referred to in subsections (ii) and (iii) above shall be collectively referred to as the "Environmental Grants". Landlord represents and warrants to Tenant throughout the term of the Lease that no part of the Shopping Center is "Class D Land" as mentioned in the Grant of Environmental Restriction and Easement (Exhibit C) of the Declaration of Interim Deed Restriction granted to Landlord by the U.S. Environmental Protection Agency's Approval Letter dated June 25, 2007.

Industri-Plex Site, Woburn, MA
112 Commerce Way LLC GERE Approval for Lot IC-41
Attachment 3
May 1, 2009

Attachment 3

Form Subordination Agreement for the Chipotle Lease

SUBORDINATION AGREEMENT

Site Name: Industri-Plex Superfund Site
Site Location: Woburn, MA
EPA Site Identification Number: MAD076580950
DEP Release Tracking Number: 3-0001731

Chipotle Mexican Grill of Colorado, LLC, a Colorado limited liability company ("Chipotle"), having a usual place of business at 1401 Wynkoop Street, Suite 500, Denver, Colorado is the holder of a leasehold interest as tenant (the "Leasehold Interest") in the property at 112 Commerce Way, Woburn, Massachusetts pursuant to that certain Ground Lease dated April 28, 2008 by and between 112 Commerce Way LLC, a Massachusetts limited liability company, as Landlord, and Chipotle, as Tenant, as amended by that certain Amendment to Lease Agreement dated October 14, 2008 (as amended, the "Lease"), a Memorandum of Lease dated March 16, 2009 with respect to the Lease being recorded in the Middlesex South District Registry of Deeds in Book 52569, Page 123 (the "Memorandum of Lease").

Chipotle hereby assents to the Grant of Environmental Restriction and Easement granted by 112 Commerce Way LLC to the Massachusetts Department of Environmental Protection dated _____, 2009 and recorded with the Middlesex South District Registry of Deeds in Book _____, Page _____, and registered with the Land Registration Office of Middlesex South Registry District as Document No. _____ (the "GERE"), and agrees that the Lease, including without limitation the Leasehold Interest, and Memorandum of Lease shall be subject and subordinate to said GERE and to the rights created by and under said GERE insofar as the interests created under the Lease, including without limitation the Leasehold Interest, and Memorandum of Lease affect the Property identified in the GERE and as if for all purposes said GERE had been executed, delivered and recorded both prior to the execution and delivery of the Lease and prior to the execution, delivery and recordation of the Memorandum of Lease.

Chipotle hereby represents and warrants that it is a current and true party to the Lease and the Memorandum of Lease.

[End of text. Signature on next page.]

WITNESS the execution hereof under seal this ____ day of _____ 2009.

CHIPOTLE MEXICAN GRILL OF
COLORADO, LLC

By: _____
Name: M. Steven Ellis
Title:

STATE OF COLORADO

_____, ss

On this ____ day of _____ 2009, before me, the undersigned notary public, personally appeared the above-named M. Steven Ellis, as _____, of said Chipotle Mexican Grill of Colorado, LLC, proved to me through satisfactory evidence of identification, being [personally known][driver's license], to be the person whose name is signed above, and acknowledged to me that he signed the foregoing voluntarily for its stated purpose on behalf of Chipotle Mexican Grill of Colorado, LLC.

Notary Public:
My Commission Expires:

[AFFIX NOTARY SEAL]

Upon recording, please return to:

*Bureau of Waste Site Cleanup
Department of Environmental Protection
One Winter Street, 8th Floor
Boston, MA 02108*

Attention: Industri-Plex Superfund Site Project Manager



**NATIONAL
DEVELOPMENT**

T: 617.527.9800 F: 617.965.7361 www.natdev.com

2310
Washington
Street
Newton
Lower Falls
MA 02462

Geoffrey Hargreaves-Heald
Vice President and Senior Counsel
Direct Dial Number: 617-559-5036
Direct Fax Number: 617-663-6270
E-Mail: gh@natdev.com

May 5, 2009

BY HAND DELIVERY

Michael Brewer
Middlesex South Registry
208 Cambridge Street
Cambridge, MA 02141

RE: Grant of Environmental Restriction and Easement
and Related Documents for
112 Commerce Way, Woburn, Massachusetts

Dear Michael:

Enclosed for your prompt recording with the Middlesex South District Registry of Deeds and **(except with respect to the Plans of Restricted Areas and the Woburn Subordination Agreement)** with the Middlesex South Registry District of the Land Court, are original copies of the Grant of Environmental Restriction and Easement in connection with 112 Commerce Way, Woburn, Massachusetts, and related documentation. We've enclosed five (5) checks for the applicable fees.

The following instructions reflect conditions contained in a joint approval letter (the "Joint Approval Letter") from the Massachusetts Department of Environmental Protection ("MassDEP"), and the U. S. Environmental Protection Agency (collectively, the "Agencies") with respect to this transaction. Failure to adhere to these instructions may cause that approval to become null and void so I ask that you please follow them with particularity.

Prior to recording and filing of these documents, please run down title to the property from the end point of your last examination as reflected in your recent title certification regarding the property dated April 16, 2009. If **ANYTHING** new is found of record **DO NOT PROCEED**. I will need a copy of whatever new matter has appeared of record in order to review same with the Agencies before proceeding further.

If no new matter of record appears on the rundown, then please proceed to record and file the following documents **in the order shown below**. If any instrument is rejected for recording/filing, then obviously they should all be held off record until the problem is resolved. We have given you one (1) original of each document:

1. Three (3) Mylar Plans dated April 14, 2009 and entitled Plan of Restricted Areas (Locus & Survey Control Network) Prepared For, (Now or Formerly) 112 Commerce Way LLC. Lot IC-41 Woburn, Massachusetts and prepared by Meridian Land Services, Inc.” **to be recorded ONLY** (“Plans of Restricted Areas);
2. Certificate of Good Standing for 112 Commerce Way LLC issued by the Massachusetts Secretary of State;
3. Certificate of Legal Existence and Good Standing for NDNE Real Estate, Inc. by the Massachusetts Secretary of State;
4. Secretary’s Certificate of NDNE Real Estate, Inc.;

The recording information for the Plans of Restricted Areas must be filled in on Page 3 of the GERE, on Page 5 of Appendix I, and on Page 1 of Appendix III of the GERE before recording/filing. Note requirement recited below of marginal reference of the GERE on both of the vesting deeds.

5. Grant of Environmental Restriction and Easement (“GERE”);

All GERE dates and recording information should be filled in on the following documents, as applicable, before proceeding to record and file same:

6. Subordination Agreement from Commerce Bank & Trust Company together with authority and Certificate of Incumbency;
7. Subordination Agreement from the City of Woburn together with authority from the Woburn City Clerk (**to be recorded only, note certification on reverse of the authority document**);
8. Subordination Agreement from Town of Reading together with Certificate of Incumbency of the Reading Board of Selectmen; *(recorded land only)*
9. Certificate of General Partners for Cranshaw Construction of New England Limited Partnership by the Massachusetts Secretary of State;
10. Certificate of Legal Existence and Good Standing for Cranshaw Construction of New England, Inc. from the Massachusetts Secretary of State;
11. Subordination Agreement from Cranshaw Construction of New England Limited Partnership; and
12. Release Deed from MassDEP.



Michael Brewer
May 5, 2009
Page 3

In connection with the foregoing, the Joint Approval Letter requires the following:

- A. The GERE must be marginally referenced on BOTH of the vesting deeds for the property.
- B. A certified copy of the GERE and all of the other recorded documents bearing the registry markings of both registry sides.
- C. By copy of this letter, I advise Joel Stein that I'll need an updated title certification from him through the date and time of recording the GERE and **specifically reinserting a paragraph we previously deleted because it was applicable only to an updated certification once the GERE was on record.** That additional language, which becomes the second paragraph of the certification, is as follows :

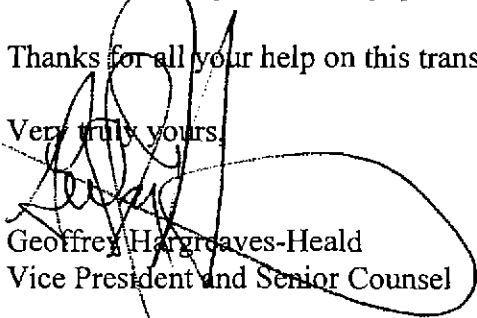
"Immediately upon completion of our examination, I have caused to be recorded with the Registry and or filed for registration with the Land Registration Office a Grant of Environmental Restriction and Easement, dated March 5, 2009, (the "Grant") from the Grantor, as defined below, to the Commonwealth of Massachusetts Acting by and through its Department of Environmental Protection. The Grant was recorded and/or filed for registration at [insert recording information]."

I'll need that title certification within five (5) business days after the recording/filing of the GERE.

Please advise if you have any questions about the foregoing.

Thanks for all your help on this transaction.

Very truly yours,


Geoffrey Hargreaves-Heald
Vice President and Senior Counsel

Enclosures

cc: Andrew Cohen, Esq. – Massachusetts Department of Environmental Protection
David Peterson, Esq. – US Environmental Protection Agency, Region 1
Joel A. Stein, Esq.
Kenneth F. Whittaker, Esq. – Adorno & Yoss LLP
Kevin J. Lyons, Esq. – Riemer & Braunstein LLP
Joseph LeMay – United States Environmental Protection Agency, Region 1
Jennifer McWeeney – Massachusetts Department of Environmental Protection
Patricia Carlson, Esq. – Lawyers Title Insurance Corporation
Sherry Clancy – National Development



**NATIONAL
DEVELOPMENT**

*Law Office of
Joel A. Stein*

17 Accord Park Drive
Suite 106
Norwell, MA 02061
Telephone 781-878-5600
Facsimile 781-878-0500

Joel A. Stein
jstein@steintitle.com
Victoria Q. Queeney
vqueeney@steintitle.com
Claudia A. Schmitt

April 16, 2009

Commonwealth of Massachusetts
Acting by and through its Department of Environmental Protection
One Winter Street, 8th Floor
Boston, MA 02108
Attn: Industri-Plex Site Project Manager

RE: Grantor: 112 Commerce Way LLC
Property Description: Parcel One - Lot 31A shown on plan recorded with Middlesex County (Southern District) Registry of Deeds in Book 13080, Page 451. Included within the bounds of said Lot 31A is registered Lot 34 shown on Land Court Plan No. 7312K.
Parcel Two - Parcel B Area = 11,267± S.F. on a plan recorded with said Deeds as Plan No. 532 of 2008.
Industri-Plex Site Lot IC-41

Dear Sir or Madam:

I have examined the records of the Middlesex County (Southern District) Registry of Deeds ("Registry"), the Land Registration Office of the Middlesex County (Southern District) Registry District (the "Land Registration Office") and the relevant records of the Middlesex County (Southern District) Registry of Probate (the "Registry of Probate") with respect to the above-described premises (the "Property") (as further described in Schedule A hereto) from February 4, 1904 at Certificate of Title No. 775, as to the registered portion of locus and from November 20, 1936 at Book 6075, Page 382, as to the recorded portion of locus through _____.

I certify to the Commonwealth of Massachusetts acting by and through its Department of Environmental Protection, that based upon the above-described title examination, 112 Commerce Way LLC (the "Grantor") held good, clear, record title to the Property, free and clear of all matters of record, except as listed below.

I do not certify as to compliance and/or violations of applicable subdivision controls or planning board regulations; conservation commission and environmental control questions, if any; zoning, bankruptcy and creditors' rights; accuracy of descriptions of surveys; rights of parties in possession; mechanic liens; any matters which would be disclosed by an accurate and new survey and inspection of the Property; whether or not restrictions have been violated; disposition agreements of any Redevelopment Authority; pending federal liens not of record, usurious provisions, variable rates repayment or rewrite provisions of mortgages; Indian tribal land claims; errors or omissions in indexing at the Registry, Land Registration Office and Registry of Probate (including, without limitation, computer errors or omissions); unpaid taxes, municipal assessments or any other matters

not of record at the Registry, Land Registration Office, or Registry of Probate or to subsequent owners of the Property. Liability is limited to matters appearing of record during the period of the examination, and only to the parties to whom this Certification is addressed. This Certification does not cover matters not of record arising under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §9601, et seq., as amended ("CERCLA"), Chapter 963 Acts of 1973 (re: abandoned railroad beds) or provisions of Mass. Gen. Laws Ch. 21E (Massachusetts Superfund Statute). No liability is assumed for obtaining releases, discharges or any other instrument noted below.

ENUMBRANCES:

Parcel One

1. Construction Mortgage and Security Agreement from 112 Commerce Way LLC to Commerce Bank & Trust Company, dated as of June 28, 2007, in the original principal amount of \$13,850,000.00, recorded on June 29, 2007, in the Middlesex South Registry of Deeds in Book 49694, Page 100 and filed with the Middlesex South Land Court Registry District as Document No. 1447532; as affected by a First Amendment to Construction Mortgage, Security Agreement and Collateral Assignment of Leases and Rents, dated July 15, 2008, recorded with said Deeds, Book 51445, Page 263 and filed with said Registry District as Document No. 1477799.
2. Collateral Assignment of Leases and Rents from 112 Commerce Way LLC to Commerce Bank & Trust Company, dated as of June 28, 2007, recorded in Book 49694, Page 119, and filed as Document No. 1447533; as affected by a First Amendment to Construction Mortgage, Security Agreement and Collateral Assignment of Leases and Rents, dated July 15, 2008, recorded with said Deeds, Book 51445, Page 263 and filed with said Registry District as Document No. 1477799.
3. Conditions and restrictions relating to the use, repair and maintenance of rail switch and spur track, and rights of the grantor set forth in two grants of perpetual rights and easements, in common with others, to use, maintain and repair one railroad switch and one spur track, one given by Woburn Industrial Associates, Inc. to Charles Rosen and Samuel Rosen, Trustees of Retailers Realty Trust, dated August 26, 1977, recorded in Book 13284, Page 406, and filed as Document No. 560990, and the other given by William F. D'Annolfo et al, Trustees of Mark-Phillip Trust to Charles Rosen and Samuel Rosen, Trustees of Retailers Realty Trust, dated August 31, 1977, and rerecorded in Book 13284, Page 402.
4. Notice and Covenants, dated May 4, 1989, recorded with said Deeds, Book 19838, Page 8 and filed with said Registry District as Document No. 799554. See also the Consent Decree, recorded with said Deeds, Book 19837, Page 476.
5. Notice and Covenants, recorded with said Deeds, Book 26580, Page 336.
6. Notice and Covenants, recorded with said Deeds, Book 26580, Page 342.
7. Provisions of a Buy Out Agreement, recorded with said Deeds, Book 28525, Page 219.
8. Grant of Easement to the City of Woburn, dated September 25, 2000, recorded with said Deeds, Book 31864, Page 151.

9. Landowner's Decision and Notice of Special Permit, dated November 22, 2007, recorded with said Deeds, Book 51263, Page 284, and filed with said Registry District as Document No. 1474345.
10. Landowner's Decision and Notice of Special Permit, dated November 22, 2007, recorded with said Deeds, Book 51263, Page 290, and filed with said Registry District as Document No. 1474346.
11. Landowner's Decision and Notice of Special Permit, dated May 29, 2008, recorded with said Deeds, Book 51263, Page 295, and filed with said Registry District as Document No. 1474347.
12. Landowner's Decision and Notice of Special Permit, dated May 29, 2008, recorded with said Deeds, Book 51263, Page 301, and filed with said Registry District as Document No. 1474348.
13. Agreement/Covenant, recorded with said Deeds, Book 51384, Page 282, and filed with said Registry District as Document No. 1477335.
14. Memorandum of Lease by and between 112 Commerce Way LLC as landlord and Petsmart Inc. as tenant, dated May 1, 2008, recorded with said Deeds Book 51755 Page 504 and filed with said Registry District as Document No. 1483875, as affected by Subordination, Non-Disturbance, and Attornment Agreement with Commerce Bank and Trust Company, dated July 31, 2008, recorded with said Deeds Book 51755 Page 513 and filed with said Registry District as Document No. 1483876.
15. Partial Waiver and Subordination of Lien by Cranshaw Construction of New England L.P., dated September 23, 2008, recorded with said Deeds Book 51755 Page 523 and filed with said Registry District as Document No. 1483877 (affects Notice of Contract, recorded at Book 51642 Page 466 and filed as Document No. 1481161).
16. Notice of Lease by and between 112 Commerce Way LLC, as Landlord, and Bob's Discount Furniture LLC, dated April 10, 2008, recorded with said Deeds, Book 51485, Page 165 and filed with said Registry District as Document No. 1478550; as affected by Subordination, Non-Disturbance, and Attornment Agreement by and between Bob's Discount Furniture LLC as tenant, and Commerce Bank and Trust Company as lender, dated July 31, 2008, recorded with said Deeds, Book 51758, Page 587 and filed with said Registry District as Document No. 1483942.
17. Lien Bond by Maverick Construction Management Services, Inc., dated November 13, 2008, filed with said Registry District on December 19, 2008 as Document No. 1488693 and recorded with said Deeds on December 22, 2008 at Book 51996 Page 145.
18. Lien Bond by Novelle Iron Works, Inc., dated September 26, 2008, filed with said Registry District on December 19, 2008 as Document No. 1488694 and recorded with said Deeds on December 22, 2008 at Book 51996 Page 174.
19. Lien Bond by Sensible Systems Inc., dated October 16, 2008, filed with said Registry District as Document No. 1488721 (registered side only).
20. Lien Bond by Madajo Glass Inc., dated October 24, 2008, filed with said Registry District as Document No. 1488722 (registered side only).

21. Lien Bond by Electrical Dynamics, Inc., recorded with said Deeds, Book 52225, Page 206 and filed with said Registry district as Document No. 1492138.
22. Declaration of Interim Deed Restrictions, dated June 28, 2007, recorded with said Deeds, Book 49694, Page 14 and filed with said Registry District as Document No. 1447531.
23. Memorandum of Lease by and between 112 Commerce Way, as Landlord, and Chipotle Mexican Grill of Colorado, LLC, as Tenant, dated March 16, 2009, recorded with said Deeds, Book 52569, Page 123; as affected by Subordination, Non-Disturbance and Attornment Agreement, dated July 31, 2008, recorded with said Deeds, Book 52569, Page 133.
24. NOTE: No rights are granted pursuant to the documents listed in Items 3, 7, 9, 10, 11, 12, 13, 14 (as to the Subordination, Non-Disturbance and Attornment Agreement referenced therein only), 16 (as to the Subordination, Non-Disturbance and Attornment Agreement referenced therein only), 17, 18, 19, 20, 21, and 23 (as to the Subordination, Non-Disturbance and Attornment Agreement referenced therein only) that conflict with the rights to be granted under that certain Grant of Environmental Restriction and Easement from 112 Commerce Way LLC in the form attached thereto as Exhibit A (the "GERE").

Parcel Two

1. Construction Mortgage and Security Agreement from 112 Commerce Way LLC to Commerce Bank & Trust Company, dated as of June 28, 2007, in the original principal amount of \$13,850,000.00, recorded on June 29, 2007, in the Middlesex South Registry of Deeds in Book 49694, Page 100 and filed with the Middlesex South Land Court Registry District as Document No. 1447532; as affected by a First Amendment to Construction Mortgage, Security Agreement and Collateral Assignment of Leases and Rents, dated July 15, 2008, recorded with said Deeds, Book 51445, Page 263 and filed with said Registry District as Document No. 1477799.
2. Collateral Assignment of Leases and Rents from 112 Commerce Way LLC to Commerce Bank & Trust Company, dated as of June 28, 2007, recorded in Book 49694, Page 119, and filed as Document No. 1447533; as affected by a First Amendment to Construction Mortgage, Security Agreement and Collateral Assignment of Leases and Rents, dated July 15, 2008, recorded with said Deeds, Book 51445, Page 263 and filed with said Registry District as Document No. 1477799.
3. Taking by the Town of Reading, dated September 27, 1976, recorded with said Deeds, Book 13078, Page 191.
4. Provisions of Buyout Agreement Among Settlers Under the Consent Decree recorded with said Deeds, Book 28525, Page 219, to the extent in force and applicable. NOTE: Said Agreement does not grant third parties the right to enter the premises pursuant to the exercise of any rights under said Agreement.
5. Landowner's Decision and Notice of Special Permit, dated May 29, 2008, recorded with said Deeds, Book 51263, Page 295, and filed with said Registry District as Document No. 1474347.
6. Landowner's Decision and Notice of Special Permit, dated May 29, 2008, recorded with said Deeds, Book 51263, Page 301, and filed with said Registry District as Document No. 1474348.

7. Memorandum of Lease by and between 112 Commerce Way LLC as landlord and Petsmart Inc. as tenant, dated May 1, 2008, recorded with said Deeds Book 51755 Page 504 and filed with said Registry District as Document No. 1483875, as affected by Subordination, Non-Disturbance, and Attornment Agreement with Commerce Bank and Trust Company, dated July 31, 2008, recorded with said Deeds Book 51755 Page 513 and filed with said Registry District as Document No. 1483876.
8. Partial Waiver and Subordination of Lien by Cranshaw Construction of New England L.P., dated September 23, 2008, recorded with said Deeds Book 51755 Page 523 and filed with said Registry District as Document No. 1483877 (affects Notice of Contract, recorded at Book 51642 Page 466 and filed as Document No. 1481161).
9. Lien Bond by Maverick Construction Management Services, Inc., dated November 13, 2008, filed with said Registry District on December 19, 2008 as Document No. 1488693 and recorded with said Deeds on December 22, 2008 at Book 51996 Page 145.
10. Lien Bond by Novelle Iron Works, Inc., dated September 26, 2008, filed with said Registry District on December 19, 2008 as Document No. 1488694 and recorded with said Deeds on December 22, 2008 at Book 51996 Page 174.
11. Lien Bond by Sensible Systems Inc., dated October 16, 2008, filed with said Registry District as Document No. 1488721 (registered side only).
12. Agreement of Release, Covenant Not to Sue and Indemnity, dated June 27, 2008, recorded with said Deeds, Book 51384, Page 289.
13. Lien Bond by Electrical Dynamics, Inc., recorded with said Deeds, Book 52225, Page 206 and filed with said Registry district as Document No. 1492138.
14. Reservations set forth in a deed of an abutting parcel to 112 Commerce Way LLC, dated June 27, 2008, recorded with said Deeds, Book 51384, Page 182.
15. Declaration of Restriction set forth in instrument recorded with said Deeds, Book 51384, Page 196.
16. Agreement/Covenant, recorded with said Deeds, Book 51384, Page 282, and filed with said Registry District as Document No. 1477335.
17. NOTE: No rights are granted pursuant to the documents listed in Items 4, 5, 6, 7 (as to the Subordination, Non-Disturbance and Attornment Agreement referenced therein only), 9, 10, 11, 12, 13, 14, and 16 that conflict with the rights to be granted under the GERE.

This Certification relies upon the plans identified and further described in the Schedule A attached hereto for the accuracy of the description of the premises subject to this Certification.

This certification is solely for your benefit in connection with the recordation/registration of the Grant against the Property. This Certification may not be furnished to any other person or entity or

relied upon, in whole or in part, by you for any other matter, nor by any other person or entity in any manner without prior written consent of the undersigned.

Attachments:

Schedule A – Legal description of the Property

Exhibit A – GERE

Very truly yours,

LAW OFFICE OF JOEL A. STEIN

By:

Joel A. Stein, Esq.

JAS/slh

SCHEDULE A

Parcel One

Lot 31A shown on a plan entitled "Plan of Land in Woburn, Mass." dated July 28, 1976 and revised through August 5, 1976 by Dana F. Perkins & Sons, Inc., Civil Engineers & Surveyors, recorded with said Deeds, Book 13080, Page 451.

Included within the boundary of said Lot 31A is registered Lot 34 shown on Land Court Plan No. 7312K, dated July 16, 1976 and August 6, 1976, a copy of which is filed with said Registry District with Certificate of Title No. 150320.

Together with an Easement (in common with others heretofore entitled and with others to whom like rights may be granted from time to time) for all purposes for which public or private ways may now or hereafter commonly be used in the City of Woburn over so much of Commerce Way as lies between said Lot 31A and Mishawum Road as shown on a plan dated August 23, 1971, and recorded in Book 12149, Page 504, and a plan dated July 24, 1972, and recorded in Book 12292, Page 415.

A portion of said Commerce Way is Registered Land and is shown as Lot 3 on a plan entitled "Plan of Land in Woburn, Mass." dated February 14, 1972 by Dana F. Perkins and Sons, Inc., and filed as Plan 15047C with Certificate of Title No. 128717 in Registration Book 773, Page 167 and is a part of the land covered by Certificate of Title No. 128717 in Registration Book 773, Page 167.

Together with a perpetual right and easement, in common with others, to maintain, use and repair one railroad switch and one spur track in the area shown on "Proposed Rail Easement, Area 24,991 square feet (Variable Width)" on a plan in Book 13284, Page 402 as set forth in two grants, one from William F. D'Annolfo et al, Trustees of Mark-Phillip Trust, to Charles Rosen and Samuel Rosen, Trustees of Retailers Realty Trust, dated August 31, 1977 and recorded with said Deeds in Book 13284, Page 402, and the other from Woburn Industrial Associates, Inc. to Charles Rosen and Samuel Rosen, Trustees of Retailers Realty Trust, dated August 26, 1977, recorded in Book 13284, Page 406 and registered as Document No. 560990.

Parcel Two

Parcel B Area = 11,267± S.F. on a plan entitled "Project: 112 Commerce Way, 30 Atlantic Avenue, Woburn, MA" and "Drawing Title: Approval Not Required" dated May 23, 2008 by Allen & Major Associates, Inc., recorded with Middlesex County (Southern District) Registry of Deeds as Plan No. 532 of 2008.

RE: Grant of Environmental Restriction and Easement
And Related Documents for
112 Commerce Way, Woburn, MA

Dear Geoffrey:

Your filing/recording information for the above is as follows:

MYLAR PLANS

Date: May 6, 2009 Time: 2:29 p.m.

Plan No. 242 of 2009

112 Commerce Way LLC check No. 1201 \$231.00

REGISTERED LAND

Date: May 6, 2009 Time: 2:46 p.m.

Document Description

Document #

1. MA SOS Cert – 112 Commerce Way LLC	1499827
2. MA SOS Cert – NDNE Real Estate, Inc	1499828
3. Secretary's Certificate – NDNE Real Estate, Inc	1499829
4. Delegation of Authority	1499830
5. GERE	1499831
6. Certificate of Incumbency – Commerce Bank & Trust Company	1499832
7. Subordination Agreement – Commerce Bank & Trust Company	1499833
8. MA SOS Cert – Cranshaw Construction of New England LP	1499834
9. MA SOS Cert – Cranshaw Construction of New England, Inc	1499835
10. Subordination Agreement from Cranshaw Construction	1499836

Release Deed
Law Office of Joel A. Stein check No. 2791 \$994.00

RECORDED LAND

Date: May 6, 2009 Time: 3:57 p.m.

Document Description	Book	Page
1. Delegation of Authority	52725	44
2. GERE	52725	46
3. Subordination Agreement – Commerce Bank & Trust Company	52725	112
4. Subordination Agreement – City of Woburn	52725	114
5. Certificate of Authority – City of Woburn	52725	116
6. Subordination Agreement – Town of Reading	52725	117
7. Incumbency Certificate – Town of Reading	52725	120
8. Subordination Agreement from Cranshaw Construction	52725	121
9. Release Deed	52725	123

112 Commerce Way check No. 1199 \$725.00

Law Office of Joel A. Stein check No. 2792 \$25.00

We will obtain the Certified copies in recorded land tomorrow May 7, 2009. There wasn't enough time to do it today. The examiner will pay with 112 Commerce Way, LLC check No. 1200 made out in the amount of \$83.00

Thank you.

Greg Callahan
Law Office of Joel A. Stein

MASSACHUSETTS BAY
TRANSPORTATION AUTHORITY
LOT IC-13

FOR REGISTRY USE

SURVEY CONTROL NETWORK POINTS

POINT #	NORTHING (FEET)	EASTING (FEET)	ELEVATION (FEET)	DESC.
1	684773.01	684733.01	88.83	PA/C
2	684773.01	684733.01	88.83	PA/C
3	684773.01	684733.01	88.83	PA/C
4	684773.01	684733.01	88.83	PA/C
5	684773.01	684733.01	88.83	PA/C
6	684773.01	684733.01	88.83	PA/C
7	684773.01	684733.01	88.83	PA/C
8	684773.01	684733.01	88.83	PA/C
9	684773.01	684733.01	88.83	PA/C
10	684773.01	684733.01	88.83	PA/C
11	684773.01	684733.01	88.83	PA/C
12	684773.01	684733.01	88.83	PA/C
13	684773.01	684733.01	88.83	PA/C
14	684773.01	684733.01	88.83	PA/C
15	684773.01	684733.01	88.83	PA/C
16	684773.01	684733.01	88.83	PA/C
17	684773.01	684733.01	88.83	PA/C
18	684773.01	684733.01	88.83	PA/C
19	684773.01	684733.01	88.83	PA/C
20	684773.01	684733.01	88.83	PA/C
21	684773.01	684733.01	88.83	PA/C
22	684773.01	684733.01	88.83	PA/C
23	684773.01	684733.01	88.83	PA/C
24	684773.01	684733.01	88.83	PA/C
25	684773.01	684733.01	88.83	PA/C
26	684773.01	684733.01	88.83	PA/C
27	684773.01	684733.01	88.83	PA/C
28	684773.01	684733.01	88.83	PA/C
29	684773.01	684733.01	88.83	PA/C
30	684773.01	684733.01	88.83	PA/C
31	684773.01	684733.01	88.83	PA/C
32	684773.01	684733.01	88.83	PA/C
33	684773.01	684733.01	88.83	PA/C
34	684773.01	684733.01	88.83	PA/C
35	684773.01	684733.01	88.83	PA/C
36	684773.01	684733.01	88.83	PA/C
37	684773.01	684733.01	88.83	PA/C
38	684773.01	684733.01	88.83	PA/C
39	684773.01	684733.01	88.83	PA/C
40	684773.01	684733.01	88.83	PA/C
41	684773.01	684733.01	88.83	PA/C
42	684773.01	684733.01	88.83	PA/C
43	684773.01	684733.01	88.83	PA/C
44	684773.01	684733.01	88.83	PA/C
45	684773.01	684733.01	88.83	PA/C
46	684773.01	684733.01	88.83	PA/C
47	684773.01	684733.01	88.83	PA/C
48	684773.01	684733.01	88.83	PA/C
49	684773.01	684733.01	88.83	PA/C
50	684773.01	684733.01	88.83	PA/C
51	684773.01	684733.01	88.83	PA/C
52	684773.01	684733.01	88.83	PA/C
53	684773.01	684733.01	88.83	PA/C
54	684773.01	684733.01	88.83	PA/C
55	684773.01	684733.01	88.83	PA/C
56	684773.01	684733.01	88.83	PA/C
57	684773.01	684733.01	88.83	PA/C
58	684773.01	684733.01	88.83	PA/C
59	684773.01	684733.01	88.83	PA/C
60	684773.01	684733.01	88.83	PA/C
61	684773.01	684733.01	88.83	PA/C
62	684773.01	684733.01	88.83	PA/C
63	684773.01	684733.01	88.83	PA/C
64	684773.01	684733.01	88.83	PA/C
65	684773.01	684733.01	88.83	PA/C
66	684773.01	684733.01	88.83	PA/C
67	684773.01	684733.01	88.83	PA/C
68	684773.01	684733.01	88.83	PA/C
69	684773.01	684733.01	88.83	PA/C
70	684773.01	684733.01	88.83	PA/C
71	684773.01	684733.01	88.83	PA/C
72	684773.01	684733.01	88.83	PA/C
73	684773.01	684733.01	88.83	PA/C
74	684773.01	684733.01	88.83	PA/C
75	684773.01	684733.01	88.83	PA/C
76	684773.01	684733.01	88.83	PA/C
77	684773.01	684733.01	88.83	PA/C
78	684773.01	684733.01	88.83	PA/C
79	684773.01	684733.01	88.83	PA/C
80	684773.01	684733.01	88.83	PA/C
81	684773.01	684733.01	88.83	PA/C
82	684773.01	684733.01	88.83	PA/C
83	684773.01	684733.01	88.83	PA/C
84	684773.01	684733.01	88.83	PA/C
85	684773.01	684733.01	88.83	PA/C
86	684773.01	684733.01	88.83	PA/C
87	684773.01	684733.01	88.83	PA/C
88	684773.01	684733.01	88.83	PA/C
89	684773.01	684733.01	88.83	PA/C
90	684773.01	684733.01	88.83	PA/C
91	684773.01	684733.01	88.83	PA/C
92	684773.01	684733.01	88.83	PA/C
93	684773.01	684733.01	88.83	PA/C
94	684773.01	684733.01	88.83	PA/C
95	684773.01	684733.01	88.83	PA/C
96	684773.01	684733.01	88.83	PA/C
97	684773.01	684733.01	88.83	PA/C
98	684773.01	684733.01	88.83	PA/C
99	684773.01	684733.01	88.83	PA/C
100	684773.01	684733.01	88.83	PA/C

SURVEY CONTROL NETWORK POINTS

POINT #	NORTHING (FEET)	EASTING (FEET)	ELEVATION (FEET)	DESC.
101	684773.01	684733.01	88.83	PA/C
102	684773.01	684733.01	88.83	PA/C
103	684773.01	684733.01	88.83	PA/C
104	684773.01	684733.01	88.83	PA/C
105	684773.01	684733.01	88.83	PA/C
106	684773.01	684733.01	88.83	PA/C
107	684773.01	684733.01	88.83	PA/C
108	684773.01	684733.01	88.83	PA/C
109	684773.01	684733.01	88.83	PA/C
110	684773.01	684733.01	88.83	PA/C
111	684773.01	684733.01	88.83	PA/C
112	684773.01	684733.01	88.83	PA/C
113	684773.01	684733.01	88.83	PA/C
114	684773.01	684733.01	88.83	PA/C
115	684773.01	684733.01	88.83	PA/C
116	684773.01	684733.01	88.83	PA/C
117	684773.01	684733.01	88.83	PA/C
118	684773.01	684733.01	88.83	PA/C
119	684773.01	684733.01	88.83	PA/C
120	684773.01	684733.01	88.83	PA/C
121	684773.01	684733.01	88.83	PA/C
122	684773.01	684733.01	88.83	PA/C
123	684773.01	684733.01	88.83	PA/C
124	684773.01	684733.01	88.83	PA/C
125	684773.01	684733.01	88.83	PA/C
126	684773.01	684733.01	88.83	PA/C
127	684773.01	684733.01	88.83	PA/C
128	684773.01	684733.01	88.83	PA/C
129	684773.01	684733.01	88.83	PA/C
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131	684773.01	684733.01	88.83	PA/C
132	684773.01	684733.01	88.83	PA/C
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134	684773.01	684733.01	88.83	PA/C
135	684773.01	684733.01	88.83	PA/C
136	684773.01	684733.01	88.83	PA/C
137	684773.01	684733.01	88.83	PA/C
138	684773.01	684733.01	88.83	PA/C
139	684773.01	684733.01	88.83	PA/C
140	684773.01	684733.01	88.83	PA/C
141	684773.01	684733.01	88.83	PA/C
142	684773.01	684733.01	88.83	PA/C
143	684773.01	684733.01	88.83	PA/C
144	684773.01	684733.01	88.83	PA/C
145	684773.01	684733.01	88.83	PA/C
146	684773.01	684733.01	88.83	PA/C
147	684773.01	684733.01	88.83	PA/C
148	684773.01	684733.01	88.83	PA/C
149	684773.01	684733.01	88.83	PA/C
150	684773.01	684733.01	88.83	PA/C

LOT # CHART

LOT #	TR. MAP	ADDRESS
1	100	100
2	100	100
3	100	100
4	100	100
5	100	100
6	100	100
7	100	100
8	100	100
9	100	100
10	100	100
11	100	100
12	100	100
13	100	100
14	100	100
15	100	100
16	100	100
17	100	100
18	100	100
19	100	100
20	100	100
21	100	100
22	100	100
23	100	100
24	100	100
25	100	100
26	100	100
27	100	100
28	100	100
29	100	100
30	100	100
31	100	100
32	100	100
33	100	100
34	100	100
35	100	100
36	100	100
37	100	100
38	100	100
39	100	100
40	100	100
41	100	100
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43	100	100
44	100	100
45	100	100
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83	100	100
84	100	100
85	100	100
86	100	100
87	100	100
88	100	100
89	100	100
90	100	100
91	100	100
92	100	100
93	100	100
94	100	100
95	100	100
96	100	100
97	100	100
98	100	100
99	100	100
100	100	100

REFERENCE PLANS:

- "REGIONAL TRANSPORTATION CENTER - WOBURN, MASSACHUSETTS" ALTERNATE COVER DESIGN - ISSUED FOR EPA/DEP APPROVAL, DATE ISSUED: MAY 16, 1995 LATEST ISSUE: JULY 25, 1996, BY VANASSE HANGEN BRUSTLIN, INC., WATERTOWN, MA.
- "INDUSTRIAL-PLEX SITE - WOBURN, MASSACHUSETTS - 100X DESIGN REPORT, PART 1 - REMEDIAL WORK FOR SOIL, SEDIMENTS AND AIR VOLUME 7 OF 8", PREPARED BY GOLDER ASSOCIATES, MT. LAUREL, N.J., APRIL 25, 1992.
- "SUBDIVISION PLAN OF LAND IN WOBURN - DANA F. PERKINS AND SONS, INC., SURVEYORS - JULY 6, 1976 - AUGUST 6, 1976", SCALE: 1"=300', CERT. OF TITLE NO. 150320 BOOK 788 PAGE 132, RECORDED AS PLAN NO. 75126, LOT 34 ON MAY 6, 1977 AT SOUTH REGISTRY DISTRICT OF MIDDLESEX COUNTY.
- "ALTA/ACSM - LAND TITLE SURVEY - 112 COMMERCE WAY - WOBURN, MA - PREPARED FOR NATIONAL DEVELOPMENT - 2310 WASHINGTON STREET - NEWTON LOWER FALLS, MA. 02462", SCALE: 1"=40' DATED MAY 1, 2006 BY ALLEN & MAJOR ASSOCIATES, INC.
- "PLAN OF LAND IN WOBURN, MA", SCALE: 1"=100', DATED MARCH 2, 1977 BY DANA F. PERKINS & SONS,

FOR REGISTRY USE

ATLANTIC AVENUE

COMMERCE WAY

RESTRICTED AREAS BY CLASSES OF LAND	
CLASS OF LAND	DESCRIPTION
A	MAY CONTAIN CONTAMINATED GROUNDWATER
B	MAY CONTAIN CONTAMINATED GROUNDWATER, AND MAY CONTAIN CONTAMINATED SOILS. NO COVER WAS REQUIRED WITHIN CLASS B.
C	MAY CONTAIN CONTAMINATED GROUNDWATER, AND CONTAINS CONTAMINATED SOIL AND COVER.
D	MAY CONTAIN CONTAMINATED GROUNDWATER, AND CONTAINS CONTAMINATED SOIL AND COVER. CLASS D ALSO CONTAINS FOUR ANIMAL WASTE PILES.

- NOTES:
1. FOR MORE INFORMATION REGARDING THE REMEDY OR CLEAN CORRIDORS ON THIS PARCEL, PLEASE SEE THE COVER CERTIFICATION REPORT AND/OR AS-BUILT RECORDS ON FILE AT THE EPA RECORDS CENTER, OR THE WOBURN PUBLIC LIBRARY.
 2. THIS PLAN IS INTENDED FOR PURPOSES OF ESTABLISHING INSTITUTIONAL CONTROLS, AND IS NOT TO BE RELIED UPON FOR CONVEYANCING PURPOSES.
 3. EXISTING IMPROVEMENTS SHOWN OUTSIDE THE ENGINEERED COVER FOR LOT IC-41 ARE PER REFERENCE PLAN #30 AND ARE NOT THE RESULT OF A FIELD SURVEY BY THIS OFFICE.

CERTIFICATIONS:

THE UNDERSIGNED, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS, HEREBY CERTIFIES THAT THE INFORMATION ON THESE RECORD PLANS CONTAINED HEREIN CONFORMS TO THE RULES AND REGULATIONS OF THE REGISTER OF DEEDS, OF MIDDLESEX COUNTY.

JOHN G. KELLEY

I CERTIFY THAT THE PROPERTY LINES SHOWN ARE THE LINES DIVIDING EXISTING OWNERSHIPS. THAT THE LINES OF STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED, AND THAT NO NEW LINES FOR DIVISION OF EXISTING OWNERSHIP OR FOR NEW WAYS ARE SHOWN.

JOHN G. KELLEY

FINAL

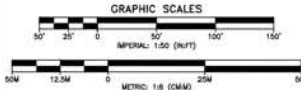
PLAN OF RESTRICTED AREAS
(BOUNDARY & TIES TO SURVEY CONTROL,
RESTRICTED AREAS DELINEATION)
PREPARED FOR:
(NOW OR FORMERLY)
PACER HEADQUARTERS, INC.
LOT IC-41
WOBURN, MASSACHUSETTS

SCALE: 1" = 50' JANUARY 12, 2004



ENGINEERS - LAND SURVEYORS - SCIENTISTS - LAND PLANNERS

FILE:290050R1G2.dwg PROJECT NO. 2900.50 SHEET NO. 2 OF 3



LAND CLASS RESTRICTED AREAS POINTS CHART			
NUMBER	NORTHING	EASTING	LENGTH
10111	552750	8 29881	588.28' W 31.84'
10111	552751	1 29881	
10111	552752	1 29881	
10111	552753	1 29881	
10111	552754	1 29881	
10111	552755	1 29881	
10111	552756	1 29881	
10111	552757	1 29881	
10111	552758	1 29881	
10111	552759	1 29881	
10111	552760	1 29881	
10111	552761	1 29881	
10111	552762	1 29881	
10111	552763	1 29881	
10111	552764	1 29881	
10111	552765	1 29881	
10111	552766	1 29881	
10111	552767	1 29881	
10111	552768	1 29881	
10111	552769	1 29881	
10111	552770	1 29881	

- LEGEND:
- GRID LINE
 - PLUX SITE LIMIT
 - EXISTING EASEMENT LINE
 - THE COURSE
 - SURVEY CONTROL LINE
 - BOUNDARY LINE
 - RIGHT-OF-WAY
 - ABUTTING PROPERTY LINES
 - ASPHALT, CONCRETE, GRANITE CURB
 - CLASS OF LAND LINE
 - EDGE OF EXISTING PAVEMENT
 - LIMIT CHAIN LINK FENCE
 - BACK EDGE OF PLANTER
 - ARBITRARY CULVERT
 - EXISTING CONCRETE STRUCTURE
 - CATCH BASIN (SQUARE)
 - WALL
 - BRUSH WAREHOUSE
 - SURVEY CONTROL NO. & LOCATION
 - DEED SHEET NO.
 - POINT MARKER (SEE POINTS CHART)
 - EXISTING BUILDING
 - CLASS A LAND
 - CLASS B LAND
 - CLASS C LAND
 - CLASS D LAND



DETAIL "A"
SCALE 1" = 5'

REV.	DATE	DESCRIPTION	C/D	OK
G	8/28/07	EPA & DEP COMMENTS OF 8/28/07	ISRT	CAC MDP
F	8/15/07	EPA & DEP COMMENTS 12/18/06	ISRT	CAC MDP
E	11/8/06	EPA & DEP COMMENTS 12/28/06	ISRT	CAC MDP
D	8/9/06	EPA & DEP COMMENTS 6/29/06	KL	MDP JOK
C	2/9/06	EPA & DEP COMMENTS 7/12/04	KL	JOL JOK
B	2/9/05	EPA & DEP COMMENTS	KL	JOL JOK
A	1/13/04	PRELIMINARY SUBMISSION	JOL	JOK

FOR REGISTRY USE

ATLANTIC AVENUE

COMMERCE WAY



- NOTES:**
1. THIS SHEET DEPICTS ALL ENGINEERED COVER AND EQUIVALENT COVER SITUATED WITHIN LOT IC-41, IDENTIFIED AS INDICATED IN THE LEGEND. EACH COVER TYPE IS COMPRISED OF ONE OR MORE DISTINCT AREAS AS SHOWN ON THIS SHEET. THE BOUNDARIES OF EACH OF THESE AREAS ARE THE LINES CONNECTING A SERIES OF NUMBERED COORDINATE POINTS (INDICATED BY "POINT MARKERS"). THE COVER TYPE POINT CHART SHOWN ON THIS SHEET (OR SHEET #2) PROVIDES SURVEYED DATA (NORTHING AND EASTING) SUFFICIENT TO DETERMINE THE LOCATIONS OF EACH NUMBERED COORDINATE POINT.
 2. FOR MORE INFORMATION REGARDING THE ENGINEERED COVER AND EQUIVALENT COVER OR CLEAR CORRIDORS ON THIS PARCEL, PLEASE SEE THE COVER CERTIFICATION REPORT AND/OR AS-BUILT RECORDS ON FILE AT THE EPA RECORDS CENTER, OR THE WOBURN PUBLIC LIBRARY.
 3. ADDITIONAL INFORMATION REGARDING SUB-TYPES OF COVER CAN BE FOUND WITHIN THE COVER CERTIFICATION REPORT AND AS BUILT RECORDS.
 4. EXISTING IMPROVEMENTS SHOWN OUTSIDE THE ENGINEERED COVER FOR LOT IC-41 ARE PER REFERENCE PLAN #38 AND ARE NOT THE RESULT OF A FIELD SURVEY BY THIS OFFICE.

LOT IC-18
N/F MID A TERRACE, LLC.
(110 ATLANTIC AVENUE)

LOT IC-30
N/F NOORAER REALTY CORPORATION
(120 COMMERCE WAY)

LOT IC-48
N/F SUN METRONORTH, LLC.
(90 COMMERCE WAY)

19-2-1
N/F MARSHAL'S INC. #88
(84 COMMERCE WAY)

LOT IC-41
N/F PACER HEADQUARTERS, INC.
(112 COMMERCE WAY)

19-1-1
N/F METRONORTH BUSINESS CTR. LLC
(74 COMMERCE WAY)

LOT IC-38
N/F RESOURCES FOR RESPONSIBLE SITE MANAGEMENT
(30 ATLANTIC AVENUE)

CERTIFICATIONS:

THE UNDERSIGNED, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS, HEREBY CERTIFIES THAT THE INFORMATION ON THESE RECORD PLANS CONTAINED HEREIN CONFORMS TO THE RULES AND REGULATIONS OF THE REGISTER OF DEEDS, OF MIDDLESEX COUNTY.

JOHN G. KELLEY

I CERTIFY THAT THE PROPERTY LINES SHOWN ARE THE LINES DIVIDING EXISTING OWNERSHIPS, THAT THE LINES OF STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED, AND THAT NO NEW LINES FOR DIVISION OF EXISTING OWNERSHIP OR FOR NEW WAYS ARE SHOWN.

JOHN G. KELLEY

FINAL

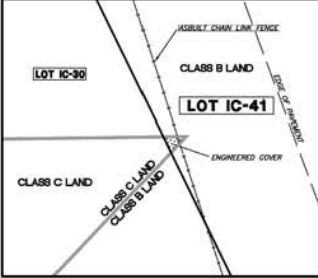
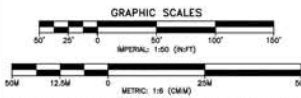
PLAN OF RESTRICTED AREAS
(COVER TYPE DELINEATION)
PREPARED FOR:
(NOW OR FORMERLY)
**PACER
HEADQUARTERS, INC.**
LOT IC-41
WOBURN, MASSACHUSETTS

SCALE: 1" = 50' JANUARY 12, 2004

MERIDIAN
Land Services, Inc.
37 OLD NASHUA ROAD AMHERST, NEW HAMPSHIRE 03051
MAILING ADDRESS: PO BOX 118 MILFORD, NEW HAMPSHIRE 03055-0118
TEL 603-673-1441 FAX 603-673-1584 MERIDIAN@MERIDIANLANDSERVICES.COM

ENGINEERS - LAND SURVEYORS - SCIENTISTS - LAND PLANNERS

FILE:290050RTG3.dwg PROJECT NO. 2900.50 SHEET NO. 3 OF 3



DETAIL "A"
SCALE 1" = 5'

LEGEND PER REFERENCE PLAN 38

- LEGEND**
- BOUNDARY LINE
 - RIGHT-OF-WAY
 - EXISTING EASEMENT LINE
 - ADJUSTED PROPERTY LINES
 - ADJUSTED CHAIN LINK FENCE
 - CLASS OF LAND LINE
 - GRID LINE
 - EDGE OF EXISTING PAVEMENT
 - LIMIT CHAIN LINK FENCE
 - ADJUSTED CHAIN LINK FENCE
 - EXISTING CONCRETE STRUCTURE
 - OVERHEAD WIRES & POLES
 - POINT MARKER (SEE POINTS CHART)
 - EQUIVALENT COVER
 - ENGINEERED COVER
 - EXISTING BUILDING
 - LIMITS OF EXISTING EASEMENT

M.S. LEGEND:

- BOUNDARY LINE
- RIGHT-OF-WAY
- EXISTING EASEMENT LINE
- ADJUSTED PROPERTY LINES
- ADJUSTED CHAIN LINK FENCE
- CLASS OF LAND LINE
- GRID LINE
- EDGE OF EXISTING PAVEMENT
- LIMIT CHAIN LINK FENCE
- ADJUSTED CHAIN LINK FENCE
- EXISTING CONCRETE STRUCTURE
- OVERHEAD WIRES & POLES
- POINT MARKER (SEE POINTS CHART)
- EQUIVALENT COVER
- ENGINEERED COVER
- EXISTING BUILDING
- LIMITS OF EXISTING EASEMENT

G	8/28/07	EPA & DEP COMMENTS OF 8/28/07	ISRT	CAC	MDP
F	8/15/07	EPA & DEP COMMENTS 12/18/06	ISRT	CAC	MDP
E	11/8/06	EPA & DEP COMMENTS 10/28/06	ISRT	CAC	MDP
D	8/9/06	EPA & DEP COMMENTS 6/20/06	KL	MDP	JOK
C	2/9/05	EPA & DEP COMMENTS 7/12/04	KL	JOL	JOK
B	2/9/05	EPA & DEP COMMENTS	KL	JOL	JOK
A	1/12/04	PRELIMINARY SUBMISSION	JOL	JOK	
REV.	DATE	DESCRIPTION	C/O	JR	CH



William Francis Galvin
Secretary of the
Commonwealth

The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

March 12, 2009



Bk: 01339 Pg: 140 Cert#: 239741
Doc: CERT 05/08/2009 02:48 PM

TO WHOM IT MAY CONCERN:

I hereby certify that a certificate of organization of a Limited Liability Company was filed in this office by

112 COMMERCE WAY LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on June 20, 2007.

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation or withdrawal; that said Limited Liability Company has not been administratively dissolved; and that said Limited Liability Company is in good standing with this office.

I also certify that the names of all managers listed in the most recent filing are: **NDNE REAL ESTATE, INC.**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **NDNE REAL ESTATE, INC.**

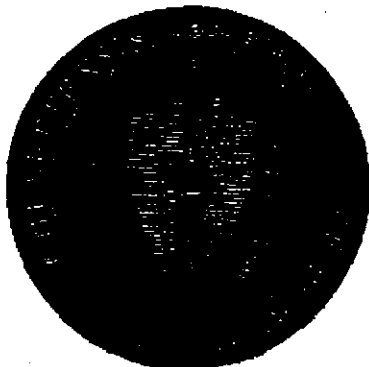
The names of all persons authorized to act with respect to real property listed in the most recent filing are: **NDNE REAL ESTATE, INC.**

In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.



Processed By:nem

William Francis Galvin

Secretary of the Commonwealth

239741

5-BOS
APPROVED FOR REGISTRATION
BY THE COURT.

Edna
CHIEF TITLE EXAMINER
as to date

WITH
1447524
06/09/09

11

DOCUMENT 01499827

Southern Middlesex LAND COURT

REGISTRY DISTRICT

RECEIVED FOR REGISTRATION

On: May 06, 2009 at 02:46P

Document Fee: 75.00
Receipt Total: \$994.00

NOTED ON: CERT 239741 BK 01339 PG 140

ALSO NOTED ON:

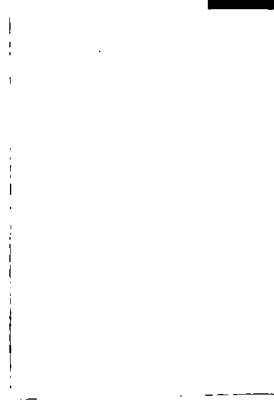
National Development
NAME
2810 Washington Street
STREET ADDRESS
Newton MA 02462
CITY OR TOWN

PHOTOSTAT COPY WANTED

I HEREBY ATTEST AND CERTIFY ON 5/11/09
THAT THE FOREGOING DOCUMENT IS A FULL, TRUE AND
CORRECT COPY OF THE ORIGINAL ON FILE IN MY OFFICE
AND IN MY LEGAL CUSTODY.

EUGENE C. BRUNE
ASST. RECORDER
LAND COURT

BY Eugene C. Brune



Cert



William Francis Galvin
Secretary of the
Commonwealth

The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

March 12, 2009

TO WHOM IT MAY CONCERN:



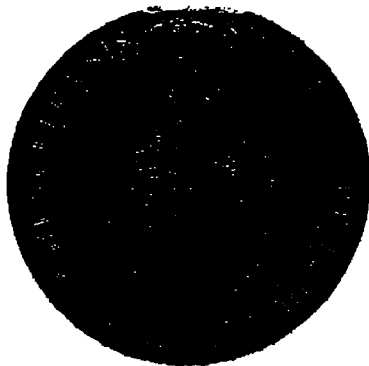
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Bk: 1339 Pg: 140 Cert#: 239741
Doc: CERT 05/08/2009 02:48 PM

I hereby certify that according to the records of this office,

NDNE REAL ESTATE, INC.

is a domestic corporation organized on **March 5, 1999**, under the General Laws of the Commonwealth of Massachusetts.

I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



Processed By: crm

In testimony of which,
I have hereunto affixed the
Great Seal of the Commonwealth
on the date first above written.

William Francis Galvin
Secretary of the Commonwealth

5.6.09
APPROVED FOR REGISTRATION
BY THE COURT.

G. L. Smith
CHIEF TITLE EXAMINER
as to date

139741

DOCUMENT 01499828

Southern Middlesex LAND COURT

REGISTRY DISTRICT

RECEIVED FOR REGISTRATION

On: May 06, 2009 at 02:46P

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Receipt Total: \$994.00

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CORRECT COPY OF THE ORIGINAL ON FILE IN MY OFFICE
AND IN MY LEGAL CUSTODY.

EUGENE C. BRUNE
ASST. RECORDER
LAND COURT

BY *Eugene C. Brune*



cert



2009 01485828

Bk: 1339 Pg: 140 Cert#: 239741

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cc
3

**NDNE REAL ESTATE, INC.
SECRETARY'S CERTIFICATE**

The undersigned Assistant Secretary of NDNE Real Estate, Inc., a Massachusetts corporation (the "Corporation"), having its usual place of business at 2310 Washington Street, Newton Lower Falls, Massachusetts 02462, hereby certifies that I am the duly elected, qualified and acting Assistant Secretary of the Corporation and that:

The persons whose names, title and signatures appear on the Incumbency and Signature Schedule of the Corporation attached hereto as EXHIBIT A are duly elected officers of the Corporation and hold, as of the date hereof, the offices set forth opposite their names in EXHIBIT A and the signatures therein appearing opposite their respective names are the genuine signatures of such officers.

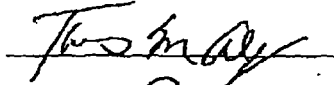

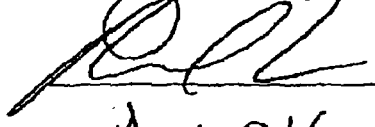
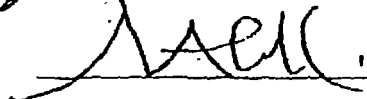
IN WITNESS WHEREOF, the undersigned has, on behalf of the Corporation, executed this Certificate as a sealed instrument as of the 4 day of May, 2009.


Stephen Kinsella, Assistant Secretary

239741

EXHIBIT A

Incumbency and Signature Schedule

<u>Office</u>	<u>Name of Officer</u>	<u>Signature</u>
President	Thomas M. Alperin	
Executive Vice President	John J. O'Neil, III	
Executive Vice President and Secretary	Theodore R. Tye	
Treasurer and Assistant Secretary	Stephen A. Kinsella	

DOCUMENT 01499829

Southern Middlesex LAND COURT

REGISTRY DISTRICT

RECEIVED FOR REGISTRATION

On: May 06, 2009 at 02:46P

Document Fee: 75.00
Receipt Total: \$994.00

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CORRECT COPY OF THE ORIGINAL ON FILE IN MY OFFICE
AND IN MY LEGAL CUSTODY.

EUGENE C. BRUNE
ASST. RECORDER
LAND COURT

BY *Eugene C. Brune*







Bk: 1339 Pg: 140 Cert#: 239741
Doc: CERT 05/08/2009 02:48 PM

3

BOTH WAYS

DELEGATION OF AUTHORITY

✓ This Delegation of Authority is by Laurie Burt, Commissioner of the MASSACHUSETTS DEPARTMENT OF ENVIRONMENTAL PROTECTION, a duly constituted agency organized under the laws of the Commonwealth of Massachusetts, having its principal office at One Winter Street, Boston, Massachusetts 02108.

✓ I, Laurie Burt, Commissioner as aforesaid, hereby delegate my authority in my said capacity to approve the Department's acquisition and restriction of real property and the modification and release of such acquisitions and restrictions, as such authority is set forth in Section 6 of Chapter 21E of the Massachusetts General Laws. This delegation is made to Gary Moran, the Department's Deputy Commissioner of Operations & Programs. I delegate this authority because I have recused myself, due to a conflict of interest, from matters relating to the disposal site known as the Industri-Plex Superfund Site in Woburn, Massachusetts, to which the Department has assigned Release Tracking Number 3-0001731, and to which the United States Environmental Protection Agency has assigned Site Identification Number MAD076580950. This delegation of authority is limited to the foregoing Site.

Dated: 5/01/09

Signed, Laurie Burt

Laurie Burt, Commissioner
Department of Environmental Protection

5.6.09
APPROVED FOR REGISTRATION
BY THE COURT.

Edson
CHIEF TITLE EXAMINER

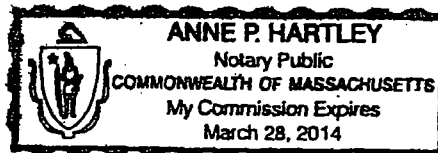
029741

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss

On this 1st day of MAY, 2009, before me, the undersigned notary public, personally appeared Laurie Burt, in her capacity as Commissioner of the Department of Environmental Protection, proved to me through satisfactory evidence of identification, which were PERSONAL KNOWLEDGE, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily in her said capacity for its stated purpose.

Anne P. Hartley
Notary Public:
My Commission Expires: March 28, 2014



DOCUMENT 01499830

Southern Middlesex LAND COURT

REGISTRY DISTRICT

RECEIVED FOR REGISTRATION

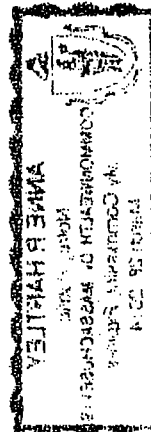
On: May 06, 2009 at 02:46P

Document Fee: 75.00
Receipt Total: \$994.00

NOTED ON: CERT 239741 BK 01339 PG 140

ALSO NOTED ON:

PHOTOSTAT COPY WANTED



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I HEREBY ATTEST AND CERTIFY ON
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CORRECT COPY OF THE ORIGINAL ON FILE IN MY OFFICE
AND IN MY LEGAL CUSTODY.

EUGENE C. BRUNE
ASST. RECORDER
LAND COURT

BY *Eugene C. Brune*

BOTH WAYS

2008 00080051
Bk: 52725 Pg: 44 Doc: CERT
Page: 1 of 2 05/08/2009 03:57 PM**DELEGATION OF AUTHORITY**

✓ This Delegation of Authority is by Laurie Burt, Commissioner of the MASSACHUSETTS DEPARTMENT OF ENVIRONMENTAL PROTECTION, a duly constituted agency organized under the laws of the Commonwealth of Massachusetts, having its principal office at One Winter Street, Boston, Massachusetts 02108.

✓ I, Laurie Burt, Commissioner as aforesaid, hereby delegate my authority in my said capacity to approve the Department's acquisition and restriction of real property and the modification and release of such acquisitions and restrictions, as such authority is set forth in Section 6 of Chapter 21E of the Massachusetts General Laws. This delegation is made to Gary Moran, the Department's Deputy Commissioner of Operations & Programs. I delegate this authority because I have recused myself, due to a conflict of interest, from matters relating to the disposal site known as the Industri-Plex Superfund Site in Woburn, Massachusetts, to which the Department has assigned Release Tracking Number 3-0001731, and to which the United States Environmental Protection Agency has assigned Site Identification Number MAD076580950. This delegation of authority is limited to the foregoing Site.

Dated: 5/01/09Signed: Laurie BurtLaurie Burt, Commissioner
Department of Environmental Protection5.6.09
APPROVED FOR REGISTRATION
BY THE COURT.Edson
Clerk of the Court

239741

Industri-Plex Superfund Site, MassDEP RTN 3-0001731
DELEGATION OF AUTHORITY
Page 2 of 2

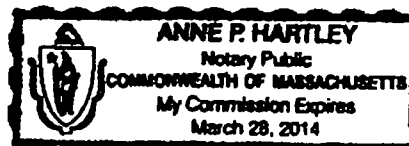
COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS

On this 1st day of May, 2009, before me, the undersigned notary public, personally appeared Laurie Burt, in her capacity as Commissioner of the Department of Environmental Protection, proved to me through satisfactory evidence of identification, which were PERSONAL KNOWLEDGE, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily in her said capacity for its stated purpose.

Anne P. Hartley
Notary Public:

My Commission Expires: March 28, 2014



MAY 08 2009

COMMONWEALTH OF MASSACHUSETTS.
MIDDLESEX S. S. _____
SOUTH DIST. REGISTRY OF DEEDS
CAMBRIDGE, MA

I HEREBY CERTIFY THE FOREGOING

IS A TRUE COPY OF A PAPER

RECORDED IN BOOK 52725

PAGE 44

Eugene C. Brune
REGISTER



RECYCLED PAPER MADE FROM 20% POST CONSUMER CONTENT

Ease



Bk: 01939 Pg: 140 Cert#: 239741
Doc: EASE 05/08/2009 02:48 PM

BOTH WAYS



Industri-Plex Superfund Site
Grant of Environmental Restriction and Easement
Page 1 of 28

Property Address: 112 Commerce Way
Plan of Restricted Areas Lot IC-41

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GRANT OF ENVIRONMENTAL RESTRICTION AND EASEMENT
(42 U.S.C. §9601, *et seq.* and M.G.L. c. 21E)

[Note: This instrument is established as an institutional control for a federal Superfund site pursuant to a judicial consent decree, as set forth below; CERCLA, 42 U.S.C. § 9601, et seq.; and Section 6 of Chapter 21E, M.G.L. c. 21E, §6; and contains a GRANT OF ENVIRONMENTAL RESTRICTION AND EASEMENT running to the MASSACHUSETTS DEPARTMENT OF ENVIRONMENTAL PROTECTION.]

Site Name: Industri-Plex Superfund Site
Site Location: Woburn, MA
EPA Site Identification Number: MAD076580950
MassDEP Release Tracking Number: 3-0001731

039741

5.6.09
APPROVED FOR RECORDING
BY THE CLERK
[Signature]
as to restricted land;
with Delegation of Authority
(DEP) signed hereunder.

BOTH WAYS

DOCUMENT 01499831

Southern Middlesex LAND COURT

REGISTRY DISTRICT

RECEIVED FOR REGISTRATION

On: May 06, 2009 at 02:46P

Document Fee: 75.00
Receipt Total: \$994.00

NOTED ON: CERT 239741 BK 01339 PG 140

ALSO NOTED ON:

PHOTOSTAT COPY WANTED

5/11/09
I HEREBY ATTEST AND CERTIFY ON
THAT THE FOREGOING DOCUMENT IS A FULL, TRUE AND
CORRECT COPY OF THE ORIGINAL ON FILE IN MY OFFICE
AND IN MY LEGAL CUSTODY.

EUGENE C. BRUNE
ASST. RECORDER
LAND COURT

BY *Eugene C. Brune*

BOTH WAYS

Industri-Plex Superfund Site
Grant of Environmental Restriction and Easement
Page 1 of 28

Property Address: 112 Commerce Way
Plan of Restricted Areas Lot IC-41



Bk: 52725 Pg: 46 Doc: EASE
Page: 1 of 66 05/08/2009 03:57 PM

GRANT OF ENVIRONMENTAL RESTRICTION AND EASEMENT
(42 U.S.C. §9601, *et seq.* and M.G.L. c. 21E)

[Note: This instrument is established as an institutional control for a federal Superfund site pursuant to a judicial consent decree, as set forth below; CERCLA, 42 U.S.C. § 9601, *et seq.*; and Section 6 of Chapter 21E, M.G.L. c. 21E, §6; and contains a GRANT OF ENVIRONMENTAL RESTRICTION AND EASEMENT running to the MASSACHUSETTS DEPARTMENT OF ENVIRONMENTAL PROTECTION.]

Site Name: Industri-Plex Superfund Site
Site Location: Woburn, MA
EPA Site Identification Number: MAD076580950
MassDEP Release Tracking Number: 3-0001731

5-6-09
APPROVED FOR REGISTRATION
BY THE COURT.

[Signature]
as to registered land
with Delegation of Authority
(DEP) signed hereunder.

539741

EASE
16-N

112 Commerce Way, Woburn, MA

Industri-Plex Superfund Site
 Grant of Environmental Restriction and Easement
 Page 2 of 28

Property Address: 112 Commerce Way
 Plan of Restricted Areas Lot IC-41

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33	II. Legal Description of the Property.	
34	III. Legal Description of the Restricted Areas.	
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38	VII. Subordination Agreement Form.	
39		
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42	sole grantee.	

Industri-Plex Superfund Site
Grant of Environmental Restriction and Easement
Page 3 of 28

Property Address: 112 Commerce Way
Plan of Restricted Areas Lot IC-41

1 This Grant of Environmental Restriction and Easement (the "Grant") is by and
2 between 112 COMMERCE WAY LLC, a Massachusetts limited liability company,
3 having an address of 2310 Washington Street, Newton Lower Falls, Middlesex County,
4 Massachusetts 02462 ("Grantor"); and the MASSACHUSETTS DEPARTMENT OF
5 ENVIRONMENTAL PROTECTION ("MassDEP"), a duly constituted agency organized
6 under the laws of the Commonwealth of Massachusetts, having its principal office at One
7 Winter Street, Boston, Massachusetts 02108 ("Grantee").
8

9 W I T N E S S E T H :
10

11 WHEREAS, Grantor is the owner in fee simple of those certain parcels of land
12 located in the City of Woburn, Middlesex County, Massachusetts, with the buildings and
13 improvements thereon;
14

15 WHEREAS, said parcels of land, known and/or numbered as 112 Commerce
16 Way, which are more particularly bounded and described in Appendix II ("Legal
17 Description of the Property"), attached hereto and made a part hereof (the "Property"),
18 are subject to the terms and conditions of this instrument. The Property is shown on a
19 plan entitled "Plan of Land in Woburn, Mass." prepared by Dana F. Perkins & Sons, Inc.,
20 dated July 28, 1976, recorded in the Middlesex South District Registry of Deeds at Book
21 13080, Page 451; on a plan entitled "Plan of Land in Woburn, Mass," prepared by Dana
22 F. Perkins & Sons, Inc., dated August 6, 1976, filed in the Middlesex South Registry
23 District of the Land Court as Plan No. 7312K; and on a plan entitled "Project: 112
24 Commerce Way, 30 Atlantic Avenue, Woburn, MA" and "Drawing Title: Approval Not
25 Required", dated May 23, 2008, as revised through revision 1 dated June 10, 2008,
26 prepared by Allen & Major Associates, Inc., and recorded on June 30, 2008 in the
27 Middlesex South District Registry of Deeds as Plan No. 532 of 2008;
28

29 WHEREAS, those certain portions of the Property subject to restrictions have
30 each been designated a certain "class of land," such classes of land being Class B Land,
31 and Class C Land (collectively, all of the foregoing restricted areas comprising the
32 "Restricted Areas"), said Restricted Areas being identified on a certain plan consisting of
33 three (3) sheets, entitled "Plan of Restricted Areas" prepared for (now or formerly) 112
34 Commerce Way LLC, Lot IC-41, Woburn, Massachusetts, prepared by Meridian Land
35 Services, Inc., dated January 12, 2004, as revised through revision I, dated January 9,
36 2009, and recorded on May 6, 2009 in the Middlesex South District Registry of
37 Deeds as Plan No. 242 of 2009 (the "Plan of Restricted Areas");
38

39 WHEREAS, a legal description of the Restricted Areas by metes and bounds is
40 set forth in Appendix III ("Legal Description of the Restricted Areas"), attached hereto
41 and made a part hereof;
42

43 WHEREAS, the Property and the Restricted Areas are subject to covenants,
44 restrictions, easements and other rights and obligations under the terms and conditions of
45 this instrument;

Industri-Plex Superfund Site
Grant of Environmental Restriction and Easement
Page 4 of 28

Property Address: 112 Commerce Way
Plan of Restricted Areas Lot IC-41

1
2 WHEREAS, the United States Environmental Protection Agency ("EPA"), a duly
3 constituted agency organized under the laws of the United States of America and having
4 a regional office at One Congress Street, Suite 1100, Boston, Massachusetts 02114 has
5 identified a disposal site, known as the Industri-Plex Superfund Site located in Woburn,
6 MA (the "Site"), and placed the Site on the National Priorities List, set forth at 40 C.F.R.
7 Part 300, Appendix B, by publication in the Federal Register on September 8, 1983,
8 pursuant to Section 105 of the Comprehensive Environmental Response, Compensation,
9 and Liability Act of 1980, 42 U.S.C. §9601, *et seq.*, as amended ("CERCLA"), 42 U.S.C.
10 §9605, as a result of the release or threatened release of hazardous substances, as those
11 terms are defined in CERCLA;

12
13 WHEREAS, MassDEP, as a result of the release of oil and/or hazardous materials
14 at the Site, as those terms are defined in the Massachusetts Oil and Hazardous Materials
15 Release, Prevention and Response Act, M.G.L. c. 21E, as amended ("Chapter 21E"), has
16 classified the Site as a Tier IA disposal site and has assigned to the Site MassDEP
17 Release Tracking Number 3-0001731, pursuant thereto;

18
19 WHEREAS, EPA regulates activities at disposal sites pursuant to CERCLA and
20 the National Contingency Plan, 40 C.F.R. 300.400, *et seq.*, as amended (the "NCP"); and
21 MassDEP regulates activities at disposal sites pursuant to Chapter 21E and the
22 Massachusetts Contingency Plan, 310 C.M.R. 40.0000, as amended (the "MCP");

23
24 WHEREAS, EPA, with the concurrence of MassDEP, has specified certain
25 response actions for the Site in a Record of Decision dated September 30, 1986 (the
26 "ROD"); which response actions include and require institutional controls in the nature of
27 deed restrictions to ensure the long-term effectiveness of the Remedy by preventing
28 certain activities and uses in the Restricted Areas, and by requiring certain operations and
29 maintenance activities; and may select further response actions for the Site;

30
31 WHEREAS, EPA, in correspondence from Robert Cianciarulo, Chief,
32 Massachusetts Superfund Section, EPA, to Jay Naparstek, Deputy Division Director,
33 Response and Remediation, MassDEP, dated August 5, 2008, a copy of which is attached
34 hereto as Exhibit A, notified MassDEP: (i) that EPA desired to establish the within Grant
35 to effect the aforementioned restrictions in order to meet the institutional control
36 requirements for the Selected Remedy under the ROD; (ii) that if the United States had
37 sought to acquire a grant to establish the restrictions the United States would first need to
38 obtain the State's agreement to accept transfer of such interests upon completion of the
39 remedial action, pursuant to Section 104(j)(2) of CERCLA, 42 U.S.C. 9604(j)(2); (iii)
40 that the Selected Remedy will be completed once institutional controls have been
41 established for the Site; and (iv) that EPA, therefore, in order to establish the restrictions
42 and for purposes of efficiency, has requested MassDEP to accept the within Grant
43 directly;
44

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1 WHEREAS, MassDEP, pursuant to Sections 3(a) and 6 of Chapter 21E, as
2 amended, respectively, is authorized to take all action appropriate to secure to the
3 Commonwealth the benefits of CERCLA and to acquire an interest in real property if
4 necessary to carry out the purposes of Chapter 21E, and is willing to serve as Grantee;
5

6 WHEREAS, pursuant to that certain Consent Decree entered on April 24, 1989 by
7 the United States District Court for the District of Massachusetts in the matter styled
8 *United States v. Stauffer Chemical Company et al.*, Civil Action No. 89-0195-MC and
9 *Commonwealth of Massachusetts v. Stauffer Chemical Company et al.*, Civil Action No.
10 89-0196-MC, and recorded at the Middlesex South Registry of Deeds in Book 19837,
11 Page 476 (the "Consent Decree"), certain environmental remediation activities have been
12 and are being conducted at the Site; and said institutional controls are required to be
13 designed and implemented at the Site;
14

15 WHEREAS, pursuant to Attachment B ("Institutional Controls") of Appendix I
16 ("Remedial Design/Action Plan") of the Consent Decree, the paramount purpose of the
17 institutional controls is the preservation of the continued effectiveness of the remedial
18 actions in order to protect human health and the environment; and to the extent that it is
19 feasible to do so consistent with this paramount purpose, EPA and MassDEP may permit
20 designs of institutional controls that permit the greatest possible use and enjoyment of the
21 Site or parts of the Site;
22

23 WHEREAS, the Property is situated within the Site, which Site contains Class A
24 Land, Class B Land, Class C Land, and Class D Land, so-called, as defined herein in
25 Appendix I ("Definitions");
26

27 WHEREAS, Grantor is a Settler, a trust established by the Consent Decree known
28 as the Custodial Trust, or successor in title to either, pursuant to the Consent Decree; and
29

30 WHEREAS, pursuant to the Consent Decree, all Settlers who are landowners, the
31 Custodial Trust, and their respective successors in title, are required to inaugurate these
32 institutional controls;
33

34 NOW, THEREFORE, pursuant to and in consideration of the terms of the
35 Consent Decree and EPA's and MassDEP's approval of the transfer of a portion of the
36 Property to Grantor pursuant to an approval letter dated June 25, 2007, recorded in the
37 Middlesex South District Registry of Deeds at Book 49694, Page 14 and registered with
38 the Land Registration Office of the Middlesex South Registry District as Document No.
39 1447531, and the transfer of a second portion of the Property to Grantor pursuant to an
40 approval letter dated June 25, 2008 and recorded in said Deeds at Book 51384, Page 196,
41 the receipt and sufficiency of which consideration is hereby acknowledged, and in
42 accordance with Chapter 21E, Section 6, GRANTOR hereby GIVES, GRANTS AND
43 CONVEYS to the MASSACHUSETTS DEPARTMENT OF ENVIRONMENTAL
44 PROTECTION, as aforesaid, with QUITCLAIM COVENANTS, those certain

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1 restrictions and easements as hereinafter set forth, in, on, upon, through, over and under
2 the Property, being more particularly bounded and described as aforesaid.

3
4 (The foregoing grant being referred to herein as the "Grant," as aforesaid, the
5 "Grant of Environmental Restriction and Easement," "Industri-Plex Site Institutional
6 Controls," or "Institutional Controls.")
7

8 The terms and conditions of said Institutional Controls are set forth, below, and in
9 Appendix I ("Definitions"), Appendix II ("Legal Description of the Property"), Appendix
10 III ("Legal Description of the Restricted Areas"), Appendix IV ("Work Protocols"),
11 Appendix V ("Cover Inspection Plan"), Appendix VI ("Amendment Protocol") and
12 Appendix VII ("Subordination Agreement Form") to this instrument, all of which are
13 attached hereto and made a part hereof.
14

15 1. Definitions. The terms used in the Institutional Controls, including all
16 appendices, shall have the meanings set forth in Appendix I ("Definitions"), or if not
17 defined therein, then as ascribed to them in the Consent Decree, in Section 101 of
18 CERCLA, in the NCP, in Section 2 of Chapter 21E, and/or in the MCP, as applicable.
19

20 2. Restricted Activities and Uses. Except as otherwise provided in Paragraph 3
21 ("Permitted Activities and Uses") and Paragraph 5 ("Emergency Excavation"), Grantor
22 shall not perform, suffer, allow, or cause any person to perform any of the activities or
23 uses set forth below in, on, upon, through, over or under the following Restricted Areas,
24 or portions thereof, which are situated within the Property.
25

26 A. Class D Land. The prohibited activities and uses for Class D Land are:

27
28 i. excavating, drilling, or otherwise disturbing the Cover and/or
29 the soil underlying the Cover, unless in strict compliance with the Work
30 Protocols;
31

32 ii. extracting, pumping, consuming, exposing, or otherwise using
33 groundwater, unless in strict compliance with the Work Protocols;
34

35 iii. planting vegetation which would impair the effectiveness of
36 the Cover, including without limitation deep-rooted trees and other
37 vegetation the roots of which would likely grow to breach or otherwise
38 impair the geotextile or geomembrane portion of the Engineered Cover;
39

40 iv. commercial or industrial activity or use;

41
42 v. residential activity or use;

43
44 vi. agricultural activity or use; or
45

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vii. any activity or use which would interfere with, or would be reasonably likely to interfere with, the implementation, effectiveness, integrity, operation or maintenance of the Remedy;

B. Class C Land. The prohibited activities and uses for Class C Land are:

i. excavating, drilling, or otherwise disturbing the Cover and/or the soil underlying the Cover, unless in strict compliance with the Work Protocols;

ii. extracting, pumping, consuming, exposing or otherwise using groundwater, unless in strict compliance with the Work Protocols;

iii. planting vegetation which would impair the effectiveness of the Cover, including without limitation deep-rooted trees and other vegetation the roots of which would likely grow to breach or otherwise impair the geotextile or geomembrane portion of the Engineered Cover;

iv. residential activity or use;

v. agricultural activity or use; or

vi. any activity or use which would interfere with, or would be reasonably likely to interfere with, the implementation, effectiveness, integrity, operation or maintenance of the Remedy.

C. Class B Land. The prohibited activities and uses for Class B Land are:

i. excavating, drilling, or otherwise disturbing the soil or ground covering features, including building foundations, slabs and/or underlying soils, unless in strict compliance with the Work Protocols;

ii. extracting, pumping, consuming, exposing or otherwise using groundwater, unless in strict compliance with the Work Protocols;

iii. residential activity or use;

iv. agricultural activity or use; or

v. any activity or use which would interfere with, or would be reasonably likely to interfere with, the implementation, effectiveness, integrity, operation or maintenance of the Remedy.

D. Class A Land. The prohibited activities and uses for Class A Land are:

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i. extracting, pumping, consuming, exposing or otherwise using groundwater, unless in strict compliance with the Work Protocols; or

ii. any activity or use which would interfere with, or would be reasonably likely to interfere with, the implementation, effectiveness, integrity, operation or maintenance of the Remedy.

3. Permitted Activities and Uses. Grantor expressly reserves the right to perform, suffer, or allow, or to cause any person to perform any activity or use in, on, upon, through, over, or under the Property that is not restricted by the provisions of this Grant. In addition, Grantor may perform, suffer, allow or cause any person to perform the activities and uses set forth below, subject to the conditions set forth below, in, on, upon, through, over or under any of the following Restricted Areas, or portions thereof, which are situated within the Property.

A. Class C Land and Class D Land. The permitted activities and uses for Class C Land and Class D Land are:

i. excavation or other disturbance of the Engineered Cover for the limited purposes of landscaping and horticulture, using only herbaceous and small woody, shallow-rooted plants which will not penetrate or otherwise adversely affect the geotextile or geomembrane portion of the Engineered Cover; and installing, maintaining and repairing fences, irrigation systems and/or exterior lighting systems; subject to the following conditions:

a. such excavation or other disturbance, if within twelve (12) inches of the geotextile or geomembrane, shall be conducted solely by hand (*i.e.*, without the use of any power equipment or power tools);

b. such excavation or other disturbance shall not penetrate the geotextile or geomembrane portion of the Engineered Cover;

c. such excavation or other disturbance, including any associated temporary on-site storage of excavate, shall be conducted in a timely manner;

d. any disturbed portion of such Engineered Cover shall be restored to its original thickness or greater and to the same type of Cover, both as shown on the As Built Records and/or Cover Certification Report, immediately upon completion of the excavation or other disturbance; and

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1 e. each project involving work conducted under this
2 provision shall not exceed sixty (60) days in duration; and
3

4 ii. disturbance of the Cover for the purpose of performing Normal
5 Maintenance, subject to the following conditions:
6

7 a. such disturbance is capable of being conducted, and
8 shall be conducted, without exposing or coming into contact with
9 the soil or ground water underlying the Cover; and
10

11 b. such disturbance shall not result in a Permanent Cover
12 Modification; and
13

14 iii. extraction and use of groundwater for the purposes of sampling
15 monitoring wells, provided such extracted groundwater is disposed of in
16 accordance with applicable federal, State or local laws, regulations or
17 ordinances.
18

19 B. Class B Land. The permitted activities and uses for Class B Land are:
20

21 i. excavation and backfilling outside the boundaries of Clean
22 Corridors, including the removal of debris and accumulated soil and
23 sediment from drainage areas and structures (e.g., culverts, channels,
24 basins); subject to the following conditions:
25

26 a. the total volume of material excavated anywhere within
27 the Property shall not exceed ten (10) cubic yards;
28

29 b. the depth of the excavation shall not exceed three (3)
30 feet;
31

32 c. such excavation shall only be permitted provided that no
33 soil is disposed of, or is required to be disposed of, off of the
34 Property; and
35

36 d. such excavation, including any associated temporary on-
37 site storage of excavate, shall be conducted in a timely manner; not
38 to exceed sixty (60) days in duration; and
39

40 ii. excavation and backfilling within the boundaries of Clean
41 Corridors, subject to the following conditions:
42

43 a. such excavation shall only be permitted within the
44 bounds of the geotextile or other material bounding the Clean
45 Corridors, and shall not penetrate such geotextile or other material

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nor otherwise disturb the soil or other material outside such bounds; and

b. such excavation, if within twelve (12) inches of the geotextile, shall be conducted solely by hand (i.e., without the use of any power equipment or power tools); and

iii. extraction and use of groundwater for the purposes of sampling monitoring wells, provided such extracted groundwater is disposed of in accordance with applicable federal, State or local laws, regulations or ordinances.

C. Class A Land. The permitted activities and uses for Class A Land are:

i. extraction and use of groundwater for the purposes of sampling monitoring wells, provided such extracted groundwater is disposed of in accordance with applicable federal, State or local laws, regulations or ordinances.

D. The provisions of this Paragraph 3 ("Permitted Activities and Uses") shall not release Grantor or any other party from liability for releases of oil or hazardous substances, nor shall this provision excuse Grantor or any other party from complying with CERCLA, Chapter 21E, or any other applicable federal, State or local laws, regulations or ordinances.

4. Obligations and Conditions. Grantor, at its sole cost and expense (except where otherwise noted in the subparagraphs, below), affirmatively agrees to perform and satisfy the following obligations and conditions.

A. Inspection, Inspection Report. Grantor shall engage an Independent Professional or a Professional Engineer (P.E. Civil), who shall: (i) familiarize himself with the Property and that portion of the Remedy situated on the Property and on any abutting properties, including the restrictions on uses and activities established in this Grant and any related construction plans and documentation (including, if the Property contains any Class C Land or Class D Land, the As Built Records and/or the Cover Certification Report); (ii) conduct periodic visual, non-intrusive inspections of the Restricted Areas to ensure that Grantor is in compliance with these restrictions; and, (iii) if the Property contains any Class C Land or Class D Land, also conduct periodic visual, non-intrusive inspections of the Cover in order to monitor its condition and protectiveness to ensure that it is maintained in accordance with the As Built Records and/or the Cover Certification Report, as the case may be.

i. All required inspections shall be conducted at least once every calendar year during the three-month period beginning on March 1st and

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1 ending on May 31st, or with such greater frequency as the Independent
2 Professional or Professional Engineer, Grantee, or Grantor may determine
3 is warranted taking into consideration the particular uses and activities at
4 the Property and, if applicable, the condition of the Cover; and, if the
5 Property contains any Class C Land or Class D Land, within seven (7)
6 days of receipt of written notice from Grantee of the occurrence of a
7 twenty-five (25) year, twenty-four (24) hour storm event; or, with the
8 written approval of Grantee, with such lesser frequency as Grantee, in its
9 sole discretion, may determine is warranted taking into consideration the
10 particular uses and activities at the Property.
11

12 ii. No later than fourteen (14) days after conducting each required
13 inspection, Grantor shall submit to Grantee, with a copy to EPA and
14 Settlers, a written inspection report, prepared by the Independent
15 Professional or Professional Engineer who performed the inspection,
16 summarizing the results of the inspection and stating whether Grantor is in
17 compliance with the restrictions and, if applicable, whether the Cover is in
18 good condition and repair, and including any supporting information upon
19 which such determinations are based, as applicable. Each such inspection
20 report shall include a written statement, signed by Grantor, stating that (a)
21 Grantor has personally reviewed the inspection report and that (b) the
22 inspection report is true, accurate and complete. If Grantor is a corporate
23 entity, a duly authorized officer of the corporation shall sign the inspection
24 report on behalf of Grantor.
25

26 iii. All inspections and reports required for Class C Land and
27 Class D Land pursuant to this subparagraph 4.A. shall be performed and
28 prepared, respectively, in accordance with the Cover Inspection Plan, set
29 forth in Appendix V ("Cover Inspection Plan") to this Grant.
30

31 B. Normal Maintenance. The provisions of this subparagraph 4.B. shall
32 only apply if the Property contains Class C Land or Class D Land. Grantor shall
33 perform Normal Maintenance of Class C Land and Class D Land, in a timely
34 fashion as required to maintain the integrity and effectiveness of that portion of
35 the Remedy situated on the Property, and no later than ninety (90) days from the
36 time when Grantor first knows or reasonably should have known of the condition
37 requiring the performance of such Normal Maintenance. In determining whether
38 Normal Maintenance is needed, and in the performance of Normal Maintenance,
39 Grantor shall consider not only information that a landowner would ordinarily
40 possess, but also information contained in the Cover Certification Report and
41 obtained during the inspections performed at the Property pursuant to
42 subparagraph 4A. ("Inspection, Inspection Report").
43

44 i. Provided, however, that in the event that Grantor believes that
45 such Normal Maintenance is needed as the result of a Defect in the

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1 Remedy, then in lieu of performing such Normal Maintenance within the
2 required time period set forth above, Grantor may instead, within the same
3 time period, submit a written request to EPA for a determination under the
4 Consent Decree of whether such Normal Maintenance is needed as the
5 result of a Defect in the Remedy. Grantor shall provide a copy of such
6 submittal to Grantee and Settlers. Grantor's submittal shall include a
7 written statement by an Independent Professional asserting that, in his or
8 her professional opinion, the need for such Normal Maintenance is due to
9 a Defect in the Remedy, and explaining the basis for such opinion. This
10 statement must be signed by the Independent Professional, and must be
11 accompanied by his or her supporting analysis, and other documentation
12 as appropriate. The time period for this submittal may only be extended
13 with the prior, written approval of Grantee. Failure to fully comply with
14 the requirements of this provision shall automatically waive any right that
15 Grantor may otherwise possess to delay or excuse performance of the
16 required Normal Maintenance.

17
18 ii. If EPA determines, pursuant to the Consent Decree, that such
19 Normal Maintenance is needed as the result of a Defect in the Remedy,
20 then Grantor's obligations to fund and perform such Normal Maintenance
21 shall be determined (along with those of other parties bound under Section
22 IV.A of the Consent Decree) pursuant to and in accordance with the terms
23 and provisions of the Consent Decree and its appendices, including
24 without limitation Sections VII.A, VII.B, VII.C(8) and X.D of the Consent
25 Decree and Section F.3.e of Appendix I (Remedial Design/Action Plan) of
26 the Consent Decree. Otherwise, Grantor shall fund and perform such
27 Normal Maintenance in accordance with the terms and provisions of this
28 Grant.

29
30 iii. Nothing herein is intended to impair or otherwise affect
31 whatever rights Grantor may possess pursuant to the Consent Decree, if
32 any, to pursue and obtain recovery from any other person or entity for
33 costs associated with Normal Maintenance.

34
35 C. Operation and Maintenance Plan. The provisions of this subparagraph
36 4.C. shall only apply if the Property contains Class C Land or Class D Land.
37 Grantor shall fund and implement the activities required by the Operation and
38 Maintenance Plan at the Property, in accordance with the terms and provisions of
39 the Consent Decree, including without limitation its appendices. The provisions
40 of this Grant shall not limit or modify any additional obligations to perform such
41 activities on the Property or elsewhere within the Site, to which Grantor may be
42 subject under the Consent Decree, including without limitation its appendices.
43

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1 D. Remedy Failure: Preliminary Action, Notification and Repair. The
2 provisions of this subparagraph 4.D shall only apply if the Property contains Class
3 C Land or Class D Land.
4

5 i. In the event of any Remedy Failure, Grantor shall immediately
6 implement such preliminary action as is reasonably necessary to prevent
7 potential human exposure to, and/or releases of, soil and/or groundwater
8 due to the Remedy Failure.
9

10 ii. Unless the work necessary to repair the Remedy Failure falls
11 within the definition of Normal Maintenance, Grantor shall notify
12 Grantee, EPA, and other Settlers of such Remedy Failure, orally no more
13 than twenty-four (24) hours from the time Grantor first knows or
14 reasonably should have known of such Remedy Failure, and in writing no
15 more than five (5) business days from the time that Grantor first knows or
16 reasonably should have known of such Remedy Failure.
17

18 iii. Grantor shall, within twenty-one (21) days of such written
19 notification, prepare and submit to Grantee, with a copy to EPA and
20 Settlers, a work plan for the repair of the Remedy Failure, in accordance
21 with the Work Protocols. After submittal of such work plan and any
22 review and approval required pursuant to the Work Protocols, Grantor
23 shall promptly conduct the repair in accordance with such work plan and
24 otherwise comply with all applicable requirements of the Work Protocols.
25

26 iv. Provided, however, that in the event that Grantor believes that
27 such Remedy Failure is the result of a Defect in the Remedy, then in lieu
28 of submitting such work plan within twenty-one (21) days of the date
29 when such written notification is due, Grantor may instead, within the
30 same time period, submit a written request to EPA for a determination
31 under the Consent Decree of whether such Remedy Failure is the result of
32 a Defect in the Remedy. Grantor shall provide a copy of such submittal to
33 Grantee and Settlers. Grantor's submittal shall include a written statement
34 by an Independent Professional asserting that, in his or her professional
35 opinion, the Remedy Failure is the result of a Defect in the Remedy, and
36 explaining the basis for such opinion. This statement must be signed by
37 the Independent Professional, and must be accompanied by his or her
38 supporting analysis, and other documentation as appropriate. The time
39 period for this submittal may only be extended with the prior, written
40 approval of Grantee. Failure to fully comply with the requirements of this
41 provision shall automatically waive any right that Grantor may otherwise
42 possess to delay or excuse submittal of the work plan for the repair of the
43 Remedy Failure and to conduct such repair.
44

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1. v. If EPA determines, pursuant to the Consent Decree, that such
2 Remedy Failure is the result of a Defect in the Remedy, then Grantor's
3 obligations to fund and perform response actions to cure the Remedy
4 Failure, beyond those response actions taken pursuant to subparagraph
5 4.D.i., above, shall be determined (along with those of other parties bound
6 under Section IV.A of the Consent Decree) pursuant to and in accordance
7 with the terms and provisions of the Consent Decree and its appendices,
8 including without limitation Sections VII.A, VII.B, VII.C(8) and X.D of
9 the Consent Decree and Section F.3.e of Appendix I ("Remedial
10 Design/Action Plan") to the Consent Decree. Otherwise, Grantor shall
11 fund and perform response actions to cure such Remedy Failure in
12 accordance with the terms of this Grant.
13

14 vi. Nothing herein shall impair or otherwise affect whatever rights
15 Grantor may possess pursuant to the Consent Decree, if any, to pursue and
16 obtain recovery from any other person or entity for costs incurred to cure a
17 Remedy Failure.
18

19 E. Notification of Other Violations. Grantor shall timely notify Grantee
20 and EPA of any violation of this Grant of which Grantor becomes aware, except
21 to the extent otherwise required or waived in subparagraph 4.D, above.
22

23 F. Permit and Approval Related Notifications.
24

25 i. Grantor, at the time that it submits any application to obtain a
26 permit or approval from any governmental or other authority for any use
27 or activity within the Restricted Areas, shall provide that authority with a
28 copy of this Grant and with written notification of the nature and extent of
29 the restrictions on uses and activities established herein.
30

31 ii. Grantor, at the time that it submits any building permit
32 application for construction within the Restricted Areas to the City of
33 Woburn, shall submit to Grantee and EPA a copy of its building permit
34 application, and, upon receipt, a copy of any certificate of use and
35 occupancy or other final permit or approval issued in connection with its
36 building permit application.
37

38 5. Emergency Excavation. In the event that it becomes necessary to excavate a
39 portion of the Restricted Areas as part of a response to an emergency (e.g., emergency
40 repair of utility lines, pipes, wires, conduits or related structures, or responding to a fire
41 or flood), then the activity and use restriction provisions of Paragraph 2 ("Restricted
42 Activities and Uses"), which would otherwise restrict such excavation, shall be
43 temporarily suspended with respect to such excavation for the duration of the response,
44 provided that Grantor satisfies the following requirements:
45

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1 A. orally notifies the following persons of such emergency as soon as
2 possible but no later than two (2) hours after having learned of such emergency:

3
4 i. MassDEP Northeast Regional Office of Emergency Response
5 Section;

6
7 ii. EPA Office of Emergency Planning and Response;

8
9 or such other persons as Grantee or EPA, respectively, may each identify in
10 writing, from time to time, to Grantor for such emergency response notifications;

11
12 B. notifies Grantee and EPA in writing of such emergency no later than
13 five (5) days after having learned of such emergency, with a copy to Settlers;

14
15 C. limits the actual disturbance involved in such excavation to the
16 minimum reasonably necessary to adequately respond to the emergency;

17
18 D. implements all measures necessary to limit actual or potential risk to
19 human health, safety, public welfare or the environment;

20
21 E. manages and disposes of any soils, sediments, and/or groundwater
22 removed in connection with such excavation in accordance with Paragraph 14
23 ("Materials Management and Sampling Protocol") of the Work Protocols;

24
25 F. reinstates the Cover, if applicable, in accordance with Paragraph 15
26 ("Cover and Clean Corridors Protocol") of the Work Protocols;

27
28 G. engages an Independent Professional to oversee the implementation of
29 the activities required in subparagraphs 5.C. through 5.F.; and

30
31 H. no later than thirty (30) days following the date of the emergency,
32 submits to Grantee and EPA a written emergency excavation report prepared by
33 an Independent Professional documenting that the excavation activity conducted
34 as part of the emergency response was conducted in compliance with this
35 Paragraph 6 ("Emergency Excavation"). This report shall contain, at a minimum,
36 the following:

37
38 i. the name and address of Grantor, the Independent Professional
39 and, if different, the person that conducted the emergency response;

40
41 ii. a detailed description of the nature of the emergency, the
42 emergency response and the time frame within which it occurred;

43
44 iii. the address where the emergency response took place, and a
45 map illustrating the location of the emergency response;

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iv. all monitoring data, sampling analytical results, disposal location(s), and soil and groundwater volume estimates, if applicable, obtained, used and/or developed in connection with the emergency response. If the emergency response involved the disposal of Contaminated Soil or Contaminated Groundwater off of the Site, then a copy of the documentation evidencing the disposal facility's acceptance of the media and all other transport manifest documentation;

v. the written opinion of an Independent Professional stating that all of the requirements of subparagraphs 5.D., 5.E. and 5.F., above, if applicable, have been satisfied.

6. Grant of Easement.

A. In establishing this Grant, Grantor hereby grants to Grantee, and to its agents, contractors, subcontractors and employees, a perpetual easement to pass and repass in, on, upon, through and, across, over and under the Property; for the following purposes:

i. inspecting the Property and the Remedy to ensure compliance with and fulfillment of, including enforcement of, the terms of this Environmental Restriction and Easement;

ii. conducting surface and subsurface investigations;

iii. installing and sampling groundwater monitoring wells;

iv. conducting other intrusive and non-intrusive investigations and activities consistent with CERCLA, the NCP, Chapter 21E and the MCP;

v. performing operations and maintenance activities for the Remedy and/or as set forth in any operations and maintenance plan developed pursuant to the Consent Decree;

vi. performing response actions in connection with the Remedy;
and

vii. conducting any other activity required by the Consent Decree or future remedial actions.

B. The foregoing grant of easement is made subject to and conditioned upon the following:

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i. Grantor acknowledges that Grantee's exercise of its rights granted hereunder may interfere with Grantor's use and enjoyment of the Property, and/or may require temporary closure of a portion of the Property;

ii. Grantor shall cooperate fully with Grantee in the exercise of the foregoing easement rights, and shall not interfere with the actions taken in furtherance of the exercise of the easement;

iii. Grantee, consistent with its responsibilities under applicable law, shall use reasonable efforts to minimize interference with the Grantor's operations on and/or use of the Property;

iv. Grantee shall make reasonable efforts to provide advance notice to Grantor of any physically intrusive investigations and remediation activities either intends to conduct at the Property pursuant to its easements, unless such activities are conducted as part of an emergency and/or enforcement activities, as Grantee, in its sole discretions, may determine; and

v. Grantor shall have the right, upon timely request and at its own cost and expense, to obtain a split sample of any sample obtained by Grantee pursuant to the easement, unless such sample is obtained as part of an emergency and/or enforcement activities, as Grantee, in its sole discretions, may determine.

7. Construction and Severability.

A. This instrument shall be liberally construed in favor of the grant to effect the purpose of this instrument and the policies and purposes of CERCLA and/or Chapter 21E. If any provision of this instrument is found to be ambiguous, an interpretation consistent with the purpose of this instrument that would render the provision valid shall be favored over any interpretation that would render it invalid.

B. In the event that any court or other tribunal determines that any provision of this instrument is invalid or unenforceable, such provision shall be deemed to have been modified automatically to conform to the requirements for validity and enforceability as determined by such court or tribunal. In the event that the provision invalidated is of such a nature that it cannot be so modified, the provision shall be deemed deleted from this instrument as though it had never been included herein. In either case, the remaining provisions of this instrument shall remain in full force and effect.

8. Enforcement.

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1
2 A. Grantee, its successors and assigns, shall have the right to enforce the
3 terms and conditions of this instrument, including without limitation the right to
4 enforce Grantor's obligation to perform its duties and obligations hereunder. If
5 Grantee, in its sole discretion, elects to perform response actions it deems
6 necessary to cure any violation of this Grant, all costs and expenses for such
7 response actions shall be assessed against Grantor, as follows. Grantee shall
8 submit an itemized bill for work performed to Grantor, who shall remit payment
9 therefor within thirty (30) days of receipt, unless another time or schedule is
10 agreed upon by both parties. Such costs may include the costs and expenses to
11 collect any repayment, together with Interest thereon, and all costs and expenses
12 of any related proceedings at law or in equity, including court costs and attorney's
13 fees plus Interest.
14

15 B. Grantor expressly acknowledges that a violation of the terms of this
16 instrument could result in the following:
17

18 i. the assessment of penalties, including without limitation
19 stipulated penalties pursuant to Paragraph 9 ("Stipulated Penalties"), and
20 other action by Grantee to enforce the terms of this Grant, pursuant to
21 M.G.L. c. 21E and its implementing regulations, and other law and
22 regulations, as applicable; and/or
23

24 ii. upon a determination by a court of competent jurisdiction, the
25 issuance of criminal and civil penalties, and/or equitable remedies which
26 could include the issuance of an order to modify or remove any
27 improvements constructed in violation of the terms of this Grant at
28 Grantor's sole cost and expense, and/or to reimburse Grantee for any costs
29 incurred in modifying or removing any improvement constructed in
30 violation of the terms of this Grant.
31

32 C. All reasonable costs and expenses of Grantee, including but not limited
33 to, attorney's fees, incurred in any such enforcement action shall be borne by
34 Grantor, to the extent not inconsistent with Chapter 21E and/or any other
35 applicable law.
36

37 D. Notwithstanding any other provision of this instrument, all rights and
38 remedies (including without limitation sanctions and penalties) available
39 hereunder shall be in addition to, but not in lieu of, any and all rights and
40 remedies (including without limitation sanctions and penalties) at law or in equity,
41 including CERCLA or Chapter 21E, and/or pursuant to the Consent Decree,
42 which rights and remedies Grantee fully reserves. Enforcement of the terms of
43 this instrument, including without limitation Paragraph 9 ("Stipulated Penalties"),
44 shall be at the discretion of Grantee, and any forbearance, delay or omission to
45 exercise its rights under this instrument shall not be deemed to be a waiver by

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Grantee of such term or any subsequent breach of the same or any other term, or of any of the rights of Grantee under this instrument.

9. Stipulated Penalties.

A. In the event that Grantor violates a provision of the Grant, Grantor shall pay to Grantee stipulated penalties in the following amounts for each day of each and every such violation:

<u>Period of Noncompliance</u>	<u>Penalty Per Violation Per Day</u>
1 st through 7 th day	\$ 750.00
8 th through 14 th day	\$1,500.00
15 th through 28 th day	\$2,500.00
29 th through 60 th day	\$4,000.00
Beyond 60 days	\$8,000.00

B. Stipulated penalties shall begin to accrue on the day that performance is due or noncompliance occurs, and shall continue to accrue through the final day of correction of the noncompliance. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Grant.

C. All penalties due to Grantee under this Paragraph shall be paid within forty-five (45) days of receipt by Grantor of notification of noncompliance from Grantee. Interest shall begin to accrue on the unpaid balance at the end of the 45-day period.

D. Stipulated penalties due to Grantee shall be paid by certified check payable to the Commonwealth of Massachusetts and shall be submitted by reliable overnight delivery service, delivered in hand or mailed by postage-paid registered or certified mail, return receipt requested to:

Office of the Attorney General
Chief, Environmental Protection Division
One Ashburton Place
Boston, MA 02108.

E. Each check in payment of stipulated penalties shall be marked with:

- i. a reference to the Industri-Plex Site;
- ii. Civil Action Number 89-0196-MC; and
- iii. shall state that it is for stipulated penalties pursuant to this Grant.

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1
2 F. Grantee may, in its sole discretion, waive or suspend the accrual of any
3 stipulated penalties due to it under this Paragraph 9 ("Stipulated Penalties").
4

5 10. Compliance Status Requests. Grantor may submit a written request to
6 Grantee for a written statement of the status of Grantor's compliance with this Grant
7 based on information then in Grantee's possession, such as the inspection reports
8 submitted pursuant to subparagraph 4.A. Grantee shall make best efforts to respond to up
9 to two such requests per annum, within thirty (30) days of receipt.
10

11 11. Self-Executing. This instrument is intended and is hereby declared to be self-
12 executing, and shall not be deemed or construed to be personal or executory (within the
13 meaning of any provision of the Federal Bankruptcy Code or similar law of any
14 jurisdiction whether now existing or hereafter arising).
15

16 12. Provisions to Run with the Land. The land use restrictions, obligations,
17 access rights and related rights, provided in this Grant, establish certain rights, liabilities,
18 agreements and obligations upon and subject to which the Property or any portion thereof
19 shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered or
20 conveyed. The rights, liabilities, agreements and obligations herein set forth shall run
21 with the Property for the term of this instrument, as applicable thereto, and any portion
22 thereof, and shall inure to the benefit of Grantee, its successors and assigns, and be
23 binding upon Grantor and all parties claiming by, through or under Grantor. Grantor
24 hereby covenants for himself and his heirs, successors and assigns, to stand seized and
25 hold title to the Property, or any portion thereof, subject to these land use restrictions and
26 access rights, and related rights; provided, however, that a violation of these land use
27 restrictions and access rights, and related rights, shall not result in a forfeiture or
28 reversion of Grantor's title to the Property.
29

30 13. Concurrence Presumed. It is agreed that:
31

32 A. Grantor and all parties claiming by, through or under Grantor shall be
33 deemed to be in accord with the provisions herein set forth; and
34

35 B. Grantor and all such parties agree for and among themselves and any
36 party claiming by, through or under them, and their respective agents, contractors,
37 subcontractors and employees, that the land use restrictions, obligations, and
38 access rights, and related rights, herein established, shall be adhered to and not
39 violated and that their respective interests in the Property shall be subject to the
40 provisions herein set forth.

41 14. Incorporation into Deeds, Mortgages, Leases & Instruments of Transfer.
42 Grantor hereby agrees to incorporate this instrument, in full or by reference, into all
43 deeds, easements, mortgages, leases, licenses, occupancy agreements or any other
44 instrument of transfer by which an interest in and/or a right to use the Property, or any

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portion thereof, is conveyed; provided, however, that any failure of Grantor to do so shall not affect the validity or applicability of the provisions of Paragraph 12 ("Provisions to Run With the Land").

15. Amendment and Release.

A. Grantor may amend this instrument, including without limitation any of its appendices or the Plan of Restricted Areas, only with the prior, written approval of Grantee. Grantor further agrees to execute any amendment to this instrument which Grantee reasonably deem necessary to maintain the continued effectiveness of the Remedy in order to protect human health and the environment. All amendments shall include Grantee's signed approval and shall become effective upon Recordation and/or Registration.

B. Grantor may propose to Grantee, with a copy to EPA and Settlers, an amendment of an activity or use restriction set forth in Paragraph 2 ("Restricted Activities and Uses"), including a change in Class of Land of all or a portion of the Property, or of a permitted activity or use set forth in Paragraph 3 ("Permitted Activities and Uses"), based upon changed circumstances including without limitation new analytic and engineering data. In the event that Grantor requests such an amendment, Grantor shall comply with the provisions of the Amendment Protocol, set forth in Appendix VI ("Amendment Protocol") to this Grant.

C. Release. Grantee may release its interest in the Grant, in whole or in part, in its sole discretion, and in accordance with Chapter 21E. Any such release shall become effective upon its Recordation and/or Registration.

D. Recordation and/or Registration. Grantor hereby agrees to Record and/or Register any amendment to and/or release of this instrument, or other document created pursuant to this instrument for which Recording and/or Registration is required, within thirty (30) days of the date of having received from Grantee any such amendment, release or other such document executed by Grantee and/or evidencing Grantee's approval, as appropriate, in recordable form. No more than thirty (30) days from the date of Recording and/or Registering of said amendment, release and/or other such document, Grantor shall provide a certified Registry copy of the amendment, release and/or other such document to Grantee and the Document Repository, with a copy to EPA and Settlers. At that time, or as soon thereafter as it becomes available, Grantor shall provide Grantee with the final recording information for the amendment, release, and/or other such document, certified by said Registry. Grantor shall pay any and all recording fees, land transfer taxes and other such transactional costs associated with any such amendment or release.

E. Notice to Local Officials. In accordance with the requirements set forth in 310 C.M.R. §40.1403(7), as amended, and within thirty (30) days after

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Recording and/or Registering any such amendment, release, or other such document, Grantor shall: (i) provide the City of Woburn's Chief Municipal Officer, Board of Health, Zoning Official and Building Code Enforcement Official with copies of such Recorded and/or Registered amendment, release or other such document; (ii) publish a legal notice indicating the Recording and/or Registering of such amendment, release or other such document, and including the information described in 310 C.M.R. §40.1403(7)(b)(1), in a newspaper which circulates in the City of Woburn; and (iii) provide copies of said legal notice to Grantee within seven (7) days of its publication.

16. No Dedication Intended. Nothing in this instrument shall be construed to be a gift or dedication of the Property to Grantee or to the general public for any purpose whatsoever.

17. Term. This Grant shall run with the land in perpetuity and is intended to conform to the exception for "other restrictions held by any governmental body" set forth in clause (c) of the first paragraph of M.G.L. c. 184, § 26, as amended.

18. Rights Reserved.

A. It is expressly agreed that acceptance of this instrument by Grantee shall not operate to bar, diminish, or in any way affect any legal or equitable right of Grantee to issue any future order or take any future response action with respect to the Property or in any way affect any other claim, action, suit, cause of action, or demand which Grantee may otherwise possess with respect thereto.

B. Nothing in this document shall limit or otherwise affect the rights of EPA or MassDEP to obtain access to, or restrict the use of, the Property pursuant to CERCLA, Chapter 21E, or any other applicable statute or regulation.

19. No Waiver. Except as otherwise provided herein, no delay by any party to this instrument in exercising any right or remedy provided herein shall constitute a waiver thereof, and no waiver by a party to this instrument of any specific provision hereof shall be construed as a waiver of any preceding or succeeding violation of the same or any other provision hereof.

20. Assignment. This Grant, including without limitation all easements, rights, covenants, obligations and restrictions inuring to the benefit of Grantee, herein contained, shall be freely assignable by Grantee, in whole or in part, at any time.

21. Authority. Grantor represents and warrants that he, she or it has been duly authorized by all necessary action to execute this instrument. Grantor represents and warrants that he, she or it has good, clear, record title to the Property, free and clear of all matters of record which could extinguish, through foreclosure or otherwise, this Grant, except for bona fide, third-party encumbrances of record duly Recorded and/or

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Registered prior to the Effective Date of this instrument which have been, or will be, expressly subordinated to this instrument pursuant to a subordination agreement.

22. Interpretation of Words. Any word or defined term contained in this instrument shall be read as singular, plural, masculine, feminine or neuter as the context so requires.

23. Notices; Changes of Address.

A. General. Any notice, delivery or other communication permitted or required under this instrument, including those notices made pursuant to subparagraphs 23.B. through 23.E., inclusive, unless otherwise provided in this instrument, shall be in writing and sent by reliable overnight delivery service, delivered in hand or mailed by postage-paid registered or certified mail, return receipt requested. Upon instruction from Grantee, a duplicate or electronic copy shall be included with any submittal. Notices or other communications shall be deemed given, if by overnight delivery service, on the first business day following deposit with such delivery service; if by hand, on the date of the receipt evidencing the hand delivery thereof; or, if by registered or certified mail, three (3) days after deposit in the United States mails; provided that notice of change of address shall be deemed effective only upon receipt.

B. Grantee, MassDEP and EPA. Whenever, under the terms of this instrument, written notice is required to be given or a document is required to be sent to (i) Grantee or MassDEP, and/or (ii) EPA, as the case may be, it shall be directed to both MassDEP and EPA, to the individuals at the addresses specified below, or as otherwise directed in writing by MassDEP and/or EPA, respectively.

As to MassDEP:

Department of Environmental Protection
Bureau of Waste Site Cleanup
One Winter Street, 8th Floor
Boston, MA 02108

Attention: Industri-Plex Superfund Site Project Manager

As to EPA:

EPA Remedial Project Manager
Industri-Plex Superfund Site, Woburn, Massachusetts
United States Environmental Protection Agency, Region I
One Congress Street, Suite 1100 (MC HBO)
Boston, MA 02114-2023

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and to:

EPA Enforcement Counsel
Industri-Plex Superfund Site
United States Environmental Protection Agency, Region I
One Congress Street, Suite 1100 (MC SES)
Boston, MA 02114-2023

C. Settlers. Whenever, under the terms of this instrument, written notice is required to be given or a document is required to be sent to Settlers, it shall be directed to the individual at the address specified below, or as otherwise directed in writing by Settlers:

Industri-Plex OU-1 Coordinator
for the Industri-Plex Site Remedial Trust
c/o Tim Cosgrave
Harvard Project Services, LLC
249 Ayer Road
Suite 206
Harvard, MA 01451-1133

D. Grantor. Whenever, under the terms of this instrument, written notice is required to be given or a document is required to be sent to Grantor, it shall be directed to the individual at the address specified below:

112 Commerce Way LLC
c/o National Development
2310 Washington Street
Newton Lower Falls, MA 02462
Attention: Bryan Clancy, Senior Vice President

E. Changes of Address. Grantor shall notify Grantee, EPA, and Settlers of any change of the mailing address specified above. Any party giving such notice shall do so in writing, within thirty (30) days of such change in address. Such notice shall be effective upon receipt, unless such notice provides for a later effective date (*e.g.*, in the case of advance notice).

24. Changes in Ownership. In the event of a change in record ownership of all or a portion of the Property, the transferor and the transferee of such interest shall notify Grantee of such transfer in writing, with a copy to EPA. The transferor's obligation to notify of such change in ownership shall survive such transfer.

A. Such notification shall include, at a minimum:

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i. the name and address of the transferor and the transferee of such interest;

ii. the address of the subject Property and a statement as to whether all or a portion of the Property has been transferred;

iii. a copy of the instrument of transfer, evidencing the official, final Recording and/or Registration information thereon;

iv. if only a portion of the property has been transferred, a copy of the survey plan of record with the Registry of Deeds and/or Land Registration Office, evidencing the official, final Recording and/or Registration information thereon, stamped and signed by a Massachusetts registered land surveyor, identifying such portion; and

v. identification of the Industri-Plex Superfund Site, EPA Site Identification Number MAD076580950 and MassDEP Release Tracking No. 3-0001731.

B. Such notification shall be submitted no later than thirty (30) days after the date of transfer of such interest. In the event that either the instrument of transfer or the survey plan, if required, is not available with the official, final Recording and/or Registration information thereon within said thirty (30) days, Grantor shall instead submit a certified Registry copy of such instrument or survey plan within the required thirty (30) day time period, and shall submit a copy with the official, final Recording and/or Registration information as soon thereafter as it becomes available.

25. Governing Law; Captions. This instrument shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts and of the United States, as applicable. All captions and headings contained in this instrument are for convenience of reference only, and shall not be used to govern or interpret the meaning or intent of any provision of this document.

26. Effective Date. This instrument shall become effective upon its Recordation and/or Registration.

No more than thirty (30) days from the date of Recording and/or Registration, Grantor shall provide Grantee with a certified Registry and/or Land Registration Office copy of this instrument. At that time, or as soon as practicable thereafter, Grantor shall provide Grantee with a copy of this instrument, as recorded, certified by said Registry and/or Land Registration Office, with a copy to EPA and Settlers.

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- 1 As the Commonwealth of Massachusetts is a party to this instrument, no
- 2 Massachusetts deed excise tax stamps are affixed hereto, none being required by law
- 3 (M.G.L. Chapter 64D, Section 1, as amended).

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WITNESS the execution hereof under seal this 5 day of March,
2009.

GRANTOR:

112 Commerce Way LLC

By: NDNE Real Estate, Inc., Its Manager

By: [Signature]

Name: Thomas M. Alperin
Title: President

By: [Signature]

Name: Stephen A. Kinsella
Title: Treasurer

COMMONWEALTH OF MASSACHUSETTS

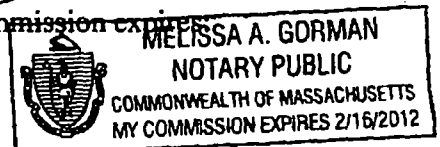
County of Middlesex, ss

On this 8th day of April, 2009, before me, the undersigned notary
public, personally appeared Thomas M. Alperin and Stephen A. Kinsella, proved to me
through satisfactory evidence of identification, which ~~were~~ was
Personal Knowledge, respectively, to
be the persons whose names are signed on the preceding or attached document, and each
acknowledged to me that each signed it voluntarily for its stated purpose, as the President
and Treasurer, respectively, of said NDNE Real Estate, Inc., as Manager of said 112
Commerce Way LLC.

[Signature]
Notary Public

My commission expires

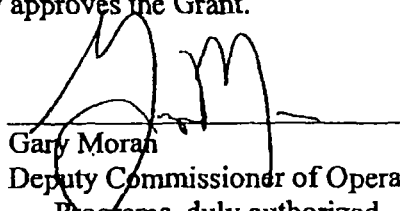
[Seal]



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In accordance with M.G.L. c. 21E, §6, as amended, the Commissioner of the
Department of Environmental Protection hereby approves the Grant.


Gary Moran
Deputy Commissioner of Operations &
Programs, duly authorized
(see attached delegation of authority)
Dept. of Environmental Protection *regarding herewith*

Date: 5/1/09

Upon recording, return to:

Department of Environmental Protection
Bureau of Waste Site Cleanup
One Winter Street, 8th Floor
Boston, MA 02108

Attention: Industri-Plex Superfund Site Project Manager

APPENDIX I – Definitions

1. Definitions. The following terms shall have the meanings set forth, below:

A. "As Built Records" shall mean the engineering drawings and other records, as amended, which depict the location and details of Clean Corridors and/or that portion of the Remedy situated within the Property as constructed, or otherwise designated, a copy of which is on file at the Document Repository.

B. "Business Day" shall mean a calendar day, exclusive of those calendar days which fall on a Saturday, Sunday or federal holiday.

C. "Class A Land" shall mean that portion of the Property, if any, identified as Class A Land on the Plan of Restricted Areas; a legal description thereof by metes and bounds being set forth in Appendix III ("Legal Description of the Restricted Areas"). Class A Land may contain Contaminated Groundwater.

D. "Class B Land" shall mean that portion of the Property, if any, identified as Class B Land on the Plan of Restricted Areas; a legal description thereof by metes and bounds being set forth in Appendix III ("Legal Description of the Restricted Areas"). Class B Land may contain Contaminated Soil and Contaminated Groundwater.

E. "Class C Land" shall mean that portion of the Property, if any, identified as Class C Land on the Plan of Restricted Areas; a legal description thereof by metes and bounds being set forth in Appendix III ("Legal Description of the Restricted Areas"). Class C Land contains Contaminated Soil and Cover, and may contain Contaminated Groundwater.

F. "Class D Land" shall mean that portion of the Property, if any, identified as Class D Land on the Plan of Restricted Areas; a legal description thereof by metes and bounds being set forth in Appendix III ("Legal Description of the Restricted Areas"). Class D Land contains Contaminated Soil and Cover, and may contain Contaminated Groundwater. Class D Land also comprises the East, West, East-Central and South Hide Piles, as shown on the As Built Records; and the location of which are generally depicted on the Plan of Restricted Areas.

G. "Clean Corridors" shall mean all soil or other material, bounded below and to the sides by geotextile or other material as shown on the As Built Records, and bounded above by those portions of the Property, if any, referred to as Clean Corridors on the Plan of Restricted Areas. Clean Corridors are situated within Class B Land and are constructed so as to clearly delineate their boundaries. Generally, Clean Corridors

provide an area which does not contain Contaminated Soil, where work may be performed, usually related to utilities or other infrastructure that require frequent access for maintenance.

H. "Contaminated Groundwater" shall mean any groundwater within the Site contaminated with arsenic, chromium, lead, benzene, toluene or other hazardous materials and/or substances exceeding applicable local, State and/or Federal standards.

I. "Contaminated Soil" shall mean soil, sediment, fill or other earthen material within the Site containing arsenic at or above a concentration of three hundred (300) parts per million; lead at or above a concentration of six hundred (600) parts per million; chromium at or above a concentration of one thousand (1000) parts per million; and/or animal hides, or their constituents, from which emanate odors.

J. "Cover" shall mean Engineered Cover and Equivalent Cover, collectively.

K. "Cover Certification Report" shall mean a report prepared for the Property containing such information as is necessary to document the completion of the Cover situated on the Property, as amended, including the As Built Records, as applicable, and/or other construction and survey plans, and quality assurance and control documentation, a copy of which is on file at the Document Repository.

L. "Cover Inspection Plan" shall mean the plan set forth in Appendix VI ("Cover Inspection Plan"), attached hereto and made a part hereof.

M. "Day" or "Days" shall mean a calendar day or days, except where expressly otherwise provided.

N. "Defect in the Remedy" shall mean any lack, insufficiency or imperfection in the design or construction of the Remedy, excluding Equivalent Cover, under conditions and use for which the Remedy was designed (but for such lack, insufficiency or imperfection), which results in or may result in a Remedy Failure.

O. "Document Repository" shall mean the records center located at the Woburn Public Library, at 45 Pleasant Street in Woburn, MA, and the EPA Records Center, located at US EPA Region 1 - New England at One Congress Street in Boston, MA, established for the Site pursuant to the ROD and/or Consent Decree. The Document Repository contains documents, drawings, reports, data, specifications and other pertinent detailed information pertaining to the Remedy, the Consent Decree and related documents.

P. "Effective Date" shall mean the date of Recordation and/or Registration of this

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Environmental Restriction and Easement, as the case may be.

Q. "Emergency Excavation Report" shall mean a written report prepared in accordance with the requirements of Paragraph 5 ("Emergency Excavation") of the Grant.

R. "Engineered Cover" shall mean all physical barriers situated in, on, or under those portions of the Property, if any, referred to as Engineered Cover on the Plan of Restricted Areas. Engineered Cover was designed and constructed by the Industri-Plex Site Remedial Trust as part of the response activities at the Site to prevent exposure to Contaminated Soil on Class C Land and Class D Land, as shown on the original As Built Records, or as shown on approved permanent modifications to those As Built Records. Engineered Cover may be comprised of one or more of the following materials: geotextile, geomembrane, soil, gravel, bituminous concrete and/or asphalt.

S. "Equivalent Cover" shall mean all physical barriers preventing exposure to underlying soil, sediment, fill or other earthen material within the Site, situated in, on, or under those portions of the Property, if any, referred to as Equivalent Cover on the Plan of Restricted Areas. Equivalent Cover, although not designed as part of the Engineered Cover, functions to prevent exposure to Contaminated Soil on Class C Land and Class D Land, as shown on the original As Built Records, or as shown on approved permanent modifications to those As Built Records. Equivalent Cover may be comprised of one or more of the following ground covering structures or features, or portions of such structures or features: buildings; foundations; slabs; paved driveways, walkways, parking lots and/or roads; or other such ground covering structures or features.

T. "Gas Treatment System" shall mean that part of the Remedy which consists of physical structures constructed on or beneath the Site, including ancillary structures and improvements, which are situated on the Property, if any, for the purposes of collecting, treating and controlling odors which might otherwise emanate from the East Hide Pile, as shown on the As Built Records; and the location of which is generally depicted on the Plan of Restricted Areas.

U. "Hazardous Substances" shall mean any substance defined as a "hazardous substance," "pollutant" or "contaminant" under CERCLA; a "hazardous waste" under Section 1004(5) of the Solid Waste Disposal Act, as amended, 42 U.S.C. §6903; a "hazardous material" under Section 2 of Chapter 21E; and/or animal hides, or their constituents, from which emanate odors.

V. "Independent Professional" shall mean a person who is a licensed Hazardous Waste Site Cleanup Professional, pursuant to M. G. L. c. 21A and 309 C. M. R. §§ 1.0 to 8.0 (a "Licensed Site Professional" or "LSP"), and either (i) is also a Professional

Engineer (P.E., Civil), licensed by the Massachusetts Board of Registration of Professional Engineers and Professional Land Surveyors, pursuant to M. G. L. c.112 §§ 81D to 81T and implementing regulations; or (ii) is acting, as necessary, in reliance on such a Professional Engineer (P.E., Civil) and other professionals, as needed. In addition, an Independent Professional shall be familiar with the requirements of this Grant of Environmental Restriction and Easement, including its appendices.

W. "Interest" shall mean twelve (12) percent per annum, as set forth in Section 13 of Chapter 21E.

X. "Interim Groundwater Remedy" shall mean that portion of the Remedy which consists of any and all physical structures, including any ancillary structures and improvements, now or hereafter constructed on or beneath the surface of the Site, which are situated on the Property, for the interim groundwater remedy required by the Consent Decree, as more particularly set forth in Paragraph D ("Groundwater Remedy") of Appendix I ("Remedial Design/Action Plan") to the Consent Decree, as now or hereafter are or may be shown on the As Built Records; and the location of which is or may be generally depicted on the Plan of Restricted Areas. The Interim Groundwater Remedy may include, without limitation, facilities for capturing and treating contaminated groundwater; discharging the treated groundwater; and/or monitoring.

Y. "Normal Maintenance" shall mean any and all activities a landowner would routinely need to perform in order to keep his or her property in good condition and repair, exclusive of repair of damage to the geotextile or geomembrane portion of the Engineered Cover. For purposes of this instrument, Normal Maintenance may include, without limitation, activities such as lawn cutting, watering and reseeding; repair of erosion and filling in ruts; bituminous or concrete pavement and asphalt seal coating, bituminous or concrete pavement and asphalt stripe painting, overlaying bituminous or concrete pavement and asphalt, sealing cracks and filling potholes; maintaining and repairing interior building sumps, sump pumps and drainage systems; maintaining and repairing building foundations; removal of unwanted vegetation; removal of debris and accumulated soil and sediment from drainage areas and structures (e.g., culverts, channels, basins).

Z. "Operation and Maintenance Plan" shall mean Chapter 19, including tables and appendices, of the document entitled "100% Remedial Design, Part I, Volume 1," prepared by Golder Associates, dated April 22, 1992, and approved by EPA and DEP in two letters from Joseph DeCola, EPA Project Manager and Jay Naparstek, DEP Project Manager, to Dave L. Baumgartner, ISRT Project Manager, dated March 11, 1993 and May 19, 1993, copies of which are on file at the Document Repository. Chapter 19 includes, without limitation, an Inspection Plan, a Maintenance Plan and a Monitoring Plan.

AA. "Permanent Cover Modification" shall mean a permanent change to the Cover, such that the Cover has been altered from that depicted in the As Built Records, the Cover Certification Report and/or on the Plan of Restricted Areas.

BB. "Plan of Restricted Areas" shall mean the plan consisting of three (3) sheets, entitled "Plan of Restricted Areas" prepared for (now or formerly) 112 Commerce Way LLC, Lot IC-41, Woburn, Massachusetts, prepared by Meridian Land Services, Inc., dated January 12, 2004, as revised through revision I dated January 9, 2009, and recorded in the Middlesex South District Registry of Deeds as Plan No. 242 of 2009. The Plan of Restricted Areas depicts the surveyed locations of the Restricted Areas and certain other features of the Remedy, including without limitation any Engineered Cover or Equivalent Cover, situated on the Property.

CC. "Qualified Professional" shall mean a professional with no less than five (5) years of experience in the field of hazardous waste site assessment and remediation, including experience in hazardous waste management, construction methods and terminology, and preparation and interpretation of remediation and construction plans and documents. In addition, such professional shall be familiar with the requirements of this Grant of Environmental Restriction and Easement, including its appendices. A Qualified Professional may be, but is not necessarily required to be, an Independent Professional.

DD. "Recorded and/or Registered" and its various conjugations shall mean, as to unregistered land, recorded with the appropriate registry of deeds; and as to registered land, filed with the appropriate land registration office; each conjugated as appropriate;

EE. "Remedy" shall mean the Cover; the Gas Treatment System; the Interim Groundwater Remedy; remediated, restored and/or created wetlands; all as depicted (i) in the Cover Certification Report and/or on the Plan of Restricted Areas to the extent that each such element of the Remedy is situated on the Property and (ii) in any such similar cover certification reports and/or on any such similar plans of restricted areas prepared or recorded, respectively, with respect to any and all other properties at the Site, pursuant to the Consent Decree; and/or any other activity, including any resultant structures, required by the Consent Decree; as originally performed or subsequently modified in accordance with the Consent Decree and, as applicable, this instrument.

FF. "Remedy Failure" shall mean any condition at the Property which (i) prevents the Cover from fulfilling its ground-covering function and exposes potentially Contaminated Soil, including without limitation (a) potholes and other structural damage to pavement, concrete, hardtop, cement, foundations or other such types of Cover; and (b) washouts and other significant Cover deterioration or damage; and/or (ii) prevents any

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*Property Address: 112 Commerce Way
Plan of Restricted Areas Lot IC-41*

portion of the Remedy from fulfilling its intended function.

GG. "Restricted Areas" shall mean, collectively, those portions of the Property bounded and described in Appendix III ("Legal Description of the Restricted Areas"), attached hereto and made a part hereof. The Restricted Areas encompass all portions of the Property subject to this Grant, and are shown on the Plan of Restricted Areas.

HH. "Settlers" shall mean Settlers as defined in Section III, Paragraph Z of the Consent Decree, at page 11, and their successors and assigns; provided, however, that for purposes of this definition, Settlers shall exclude the Mark-Phillip Trust.

II. "Site" shall mean Site as defined in Section III, Paragraph AA of the Consent Decree, at pages 11-12.

JJ. "Work Protocols" or "Protocols" shall mean the procedures, practices and standards set forth in Appendix V ("Work Protocols"), attached hereto and made a part hereof.

APPENDIX II – Legal Description of Property

The land with the buildings thereon situated in Woburn, in the County of Middlesex, Commonwealth of Massachusetts, bounded and described as follows:

PARCEL I:

A certain parcel of land in Woburn, Middlesex County, Massachusetts, situated on the southwesterly side of Commerce Way, shown as Lot 31A on a plan entitled "Plan of Land in Woburn, Mass." dated July 28, 1976, by Dana F. Perkins and Sons, Inc., and recorded with Middlesex South District Deeds as Plan No. 1189 of 1976 in Book 13080 at Page 451, which parcel is bounded and described as follows:

NORTHEASTERLY	by the southwesterly sideline of Commerce Way by two bounds together measuring 303.41 feet;
SOUTHEASTERLY	by land now or formerly of Mark-Phillip Trust, 749.95 feet;
SOUTHWESTERLY	by land now or formerly of Mark-Phillip Trust, 300 feet; and
NORTHWESTERLY	by land now or formerly of Mark-Phillip Trust and by Lot 33, 705.06 feet.

Containing, according to said plan, 5 acres.

PARCEL II:

A certain parcel of land situated on the westerly side of Commerce Way in the City of Woburn, County of Middlesex, Commonwealth of Massachusetts, shown as "Parcel B Area = 11,267± S.F." on a plan (the "Plan") entitled "Project: 112 Commerce Way, 30 Atlantic Avenue, Woburn, MA" and "Drawing Title: Approval Not Required", dated May 23, 2008, as revised through revision 1 dated June 10, 2008, prepared by Allen & Major Associates, Inc., and recorded on June 30, 2008 in the Middlesex South District Registry of Deeds as Plan No. 532 of 2008, and more particularly bounded and described as follows:

The point of beginning being an iron rod at the northwesterly most corner of the parcel described hereinafter; thence

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Property Address: 112 Commerce Way
Plan of Restricted Areas Lot IC-41

S35°18'00"E Fifteen and Twenty Hundredths Feet (15.20') by the southwesterly sideline of Commerce Way to a point as shown on the Plan; thence;

S64°01'54"W Seven Hundred Fifty-Two and Forty-One Hundredths Feet (752.41') by land now or formerly MetroNorth Business Center LLC to a point as shown on the Plan; thence

N25°58'06"W Fifteen and No Hundredths Feet (15.00') by land of now or formerly Resources for Responsible Site Management to an iron rod; thence

N64°01'54"E Seven Hundred Forty-Nine and Ninety-Five Hundredths Feet (749.95') by land of now or formerly 112 Commerce Way LLC to the point of beginning.

The above described parcel contains an area of 11,267 square feet of land more or less.

REGISTERED LAND

A portion of said Lot 31A is registered land and is shown as Lot 34 on a plan entitled "Subdivision Plan of Land in Woburn", dated August 6, 1976, by Dana F. Perkins and Sons, Inc., and filed with the Engineering Office of the Land Court in Boston, Massachusetts as Plan No. 7312K, said registered land being bounded and described according to said plan as follows:

SOUTHEASTERLY	by lot 31A by three bounds together measuring 347.20 feet;
SOUTHWESTERLY	by land now or formerly of Mark-Phillip Trust, 194.54 feet; and
NORTHWESTERLY	by land now or formerly of Mark-Phillip Trust, 287.51 feet.

See Certificate of Title No. 239741

For title see Certificate of Title No. 239741 and
Deed Doc # 1447527/Bk 49694 page 4 and Deed Book 51384 page 182

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APPENDIX III – Legal Description of Restricted Areas Located within Lot IC-41

Class "B" Land consists of the following described area:

Land of
112 Commerce Way, LLC, Woburn, Massachusetts

Beginning at the southeasterly corner of land of 112 Commerce Way LLC (known as Lot IC-41), said point being at the southwesterly sideline of Commerce Way at the common corner of land now or formerly of Metronorth Business CTR. LLC, thence by said Metronorth Business CTR. LLC land:

1. South 64° 01' 03" West – 752.41 feet to a point, at land now or formerly Resources For Responsible Site Management, Inc.(Lot IC-30); thence by said Lot IC-30 land
2. North 25° 58' 57" West – 60.51 feet to a point; thence into Lot IC-41
3. North 43° 24' 30" East – 1.89 feet to a point, and
4. South 89° 14' 10" West – 1.96 feet to a point, at the common line of said Lot IC-41 and land of Lot IC-30; thence by said Lot IC-30 land
5. North 25° 58' 57" West – 219.32 feet to a point, thence through Lot IC-41
6. North 00° 37' 59" East – 37.66 feet to a point, at the common line of said Lot IC 41 and land now or formerly of 20 Atlantic Avenue Realty Trust (Lot IC-18); thence by said Lot IC-18, land now of formerly of Mid A Terrace, LLC. (Lot IC-19) and land now or formerly of Nodraer Realty Corporation (Lot IC-20)
7. North 64° 01' 03" East – 688.19 feet to the point, at the southwesterly sideline of Commerce Way; thence by the sideline of said Commerce Way
8. Southerly by a curve to the left having a radius of 2373.27 feet, a distance of 143.60 feet to a point of tangency, and
9. South 35° 18' 51" East – 175.01 feet to the point of beginning.

Also shown on a plan consisting of three (3) sheets, entitled "Plan of Restricted Areas" prepared for (now or formerly) 112 Commerce Way LLC, Lot IC-41, Woburn, Massachusetts, prepared by Meridian Land Services, Inc., dated January 12, 2004, as revised through revision I, dated January 9, 2009, and recorded on May 6, 2009 in the Middlesex South District Registry of Deeds as Plan No. 242 of 2009 (the "Plan of Restricted Areas").

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Plan of Restricted Areas Lot IC-41*

Class "C" Land consists of the following described two areas, area one being:

**Land of
112 Commerce Way, LLC
Woburn, Massachusetts**

Beginning at the northwesterly corner of land now or formerly of 112 Commerce Way LLC (Lot IC-41), said point being at the common corner of land now or formerly of Resources For Responsible Site Management, Inc. (Lot IC-30) & land now or formerly of 20 Atlantic Avenue Realty Trust (Lot IC-18), said point being South $64^{\circ}01'03''$ West – 705.06' from the southwesterly sideline of Commerce Way, along the common line of said (Lot IC-41) and land now or formerly of Nodraer Realty Corporation (Lot IC-20), land now or formerly of Mid A Terrace, LLC. (Lot IC-19) and (Lot IC-18); thence by said (Lot IC-18):

1. North $64^{\circ}01'03''$ East – 16.87 feet to a point, thence through said Lot IC-41
2. South $00^{\circ}37'59''$ West – 37.66 feet to a point, at the common line of said Lot IC 41 and land of Lot IC-30; thence by said Lot IC-30
3. North $25^{\circ}58'57''$ West – 33.67 feet to the point of beginning.

Also shown on said Plan of Restricted Areas.

and area two being:

**Land of
112 Commerce Way, LLC
Woburn, Massachusetts**

Beginning at a point along the common line of land now or formerly of 112 Commerce Way LLC (Lot IC-41) and land now or formerly of Resources For Responsible Site Management, Inc. (Lot IC-30), said point being North $25^{\circ}58'57''$ West – 60.51' from the southwesterly corner of (Lot IC-41); thence by said (Lot IC-30) land:

1. North $25^{\circ}58'57''$ West – 1.50 feet to a point; thence into said Lot IC-41
2. North $89^{\circ}14'10''$ East – 1.96 feet to a point, and
3. South $43^{\circ}24'30''$ West – 1.89 feet to the point of beginning.

Also shown on said Plan of Restricted Areas.

APPENDIX IV – Work Protocols

SECTION I. GENERAL

1. **Title.** This appendix, which shall be referred to as the “Work Protocols,” is an attachment to an instrument entitled “Industri-Plex Site Institutional Controls” (also referred to as the “Institutional Controls,” “Grant of Environmental Restriction and Easement” or “Grant”), dated March 5, 2009 (insert date of Institutional Controls), and recorded and/or registered herewith, in the Middlesex South Registry of Deeds/Land Registration Office.

2. **Definitions.** Unless otherwise defined herein, the terms used in the Work Protocols shall have the meanings set forth in Paragraph 1 (“Definitions”) of the Grant.

3. **Applicability.** Whenever the Institutional Controls prohibit or restrict an activity or use unless conducted in compliance with the Work Protocols, or otherwise require compliance with the Work Protocols, Grantor shall comply with the terms and provisions of this appendix.

4. **Submissions.** All submissions made pursuant to the Work Protocols shall be made in accordance with the requirements of Paragraph 23 (“Notices; Changes of Address”) of the Grant.

5. **General Requirement.** The Work Protocols require Grantor to prepare and submit a work plan in connection with the proposed, but otherwise prohibited activity or use, and in order to comply with certain obligations to cure a Remedy Failure; to obtain certain approvals where specified; and to prepare and submit a completion report when the work described in the work plan is finished. If the activity or use will result in a permanent change to the Institutional Controls, Grantor will also need to modify the Institutional Controls by preparing and submitting revised As Built Records and/or an amendment to the Grant, and related documentation, for review and approval. Grantor is required to engage an Independent Professional or, where permitted, a Qualified Professional to perform certain of these requirements. In some instances, Grantor may also need to retain other professionals, such as a registered land surveyor, to prepare certain submittals. More particularly:

A. Grantor shall prepare and submit in writing to Grantee, with a copy to Settlers:

i. a work plan, prior to conducting the otherwise prohibited activity or use at the Property, or when required as part of an obligation to repair a Remedy Failure;

ii. a revised work plan, if certain contingencies arise; and

1 iii. a completion report after completing the work; and

2
3 iv. under certain circumstances, if specified, proposed revised As
4 Built Records and/or a proposed amendment to the Institutional Controls,
5 in accordance with Appendix VI ("Amendment Protocol") of the Grant.
6

7 B. Grantor shall prepare all submittals, obtain any necessary approvals,
8 provide any necessary notifications, and record and/or register any approved
9 amendment, all in accordance with the requirements set forth in Section II, below,
10 according to the class of land where the work is to be performed, and Appendix
11 VI ("Amendment Protocol"), if a Grant amendment is required. Grantor shall
12 engage an Independent Professional or, where permitted, a Qualified Professional
13 to perform certain requirements, as specified in Section II, below. In the event
14 that the otherwise prohibited activity or use will be performed on multiple classes
15 of land, then the requirements for the most restrictive class of land shall apply,
16 except for those technical requirements which are specific to each separate class
17 of land. For purposes of the preceding requirement, Class D Land is the most
18 restrictive and Class A Land is the least restrictive.
19

20 C. Grantor shall perform all work in accordance with the work plan
21 and/or revised work plan, as submitted or, if applicable, as approved. Once
22 Grantor has begun work pursuant to an approved work plan, the terms and
23 conditions of the work plan, as approved, and all related requirements of the
24 Work Protocols shall be enforceable by Grantee, as an obligation of the Grant,
25 pursuant to Paragraph 8 ("Enforcement") and Paragraph 9 ("Stipulated Penalties")
26 of the Grant.
27

28 D. Grantor shall satisfy all other applicable requirements of the Work
29 Protocols.
30

31 6. Financial Assurance Requirement. If the estimated total cost of performing a
32 proposed work plan, as approved, exceeds twenty-five thousand dollars (\$25,000), then
33 Grantor shall provide written financial assurance of Grantor's ability to perform such
34 work plan, in a form approved by Grantee, such as a surety bond guaranteeing payment, a
35 surety bond guaranteeing performance, an irrevocable standby letter of credit, or such
36 other financial mechanism as may be accepted by Grantee. The financial assurance shall
37 provide that, upon Grantee's determination that Grantor has failed in whole or in part to
38 comply with the terms of the work plan or the Grant, Grantee shall have the right to
39 promptly obtain, without the consent of Grantor, exclusive direction and control over the
40 transfer, use and disbursement of the secured funds or performance benefits to complete
41 the actions, in whole or in part, required by the work plan or the Grant.
42

43 7. Establishment of Standard Work Plans.
44

45 A. Grantor may submit to Grantee, with a copy to Settlers, a written
46 request to approve a standard work plan for a routine, recurring activity or use,

each occurrence of which would not require an amendment to the Grant, in lieu of submitting a work plan for each occurrence of such activity or use.

B. Each proposed standard work plan shall be submitted in writing, shall be prepared or reviewed by an Independent Professional, and shall include his or her opinion that the particular standard work plan complies with the applicable requirements of Paragraph 13 ("Health and Safety Plan"), Paragraph 14 ("Materials Management and Sampling Protocol") and Paragraph 15 ("Cover and Clean Corridors Protocol") of this appendix, and any applicable requirements of the Grant.

C. Any approval of a standard work plan by Grantee shall only be valid if in writing, and may be made upon such terms and conditions as Grantee deems appropriate. Any such terms and conditions shall be deemed a part of that particular approved standard work plan. Grantee's approval of a particular standard work plan shall remain in effect until the approval either expires by its terms or is withdrawn by Grantee in writing.

D. An activity or use conducted pursuant to an approved standard work plan shall not otherwise be subject to the Work Protocols, provided that Grantor satisfies all of the following requirements.

i. Advance Written Notice. Grantor shall provide Grantee, with a copy to Settlers, fourteen (14) days' advance written notice of the start date of the work to be performed pursuant to a standard work plan. The notice shall identify:

- a. the location of the activity or use to be performed,
- b. the applicable approved standard work plan,
- c. the entity which will perform the activity or use, and
- d. if required by the approved standard work plan, the name and license number of the Independent Professional or, where permitted, the Qualified Professional whom Grantor has engaged to oversee the activity;

ii. Terms and Conditions. Grantor shall comply with the terms and conditions of the applicable approved standard work plan; and

iii. Completion Report. Grantor shall prepare and submit a completion report in accordance with the requirements of Section III ("Completion Report Requirements"), below.

SECTION II. WORK PLAN REQUIREMENTS

8. Work Plan Requirements for Class C Land and Class D Land. For any activity or use which is prohibited, unless conducted in strict compliance with the Work Protocols, and/or when required to repair a Remedy Failure, to be performed in whole or in part within Class C Land and/or Class D Land, the following requirements shall apply. If approval for a work plan is not expressly required, then a work plan would be presumptively approved after the requisite time period has expired, barring notice from Grantee.

A. Activity or Use above Contaminated Media. If the activity or use will disturb the Cover, but not fully penetrate through to the Contaminated Soil or Contaminated Groundwater below, then:

i. a Qualified Professional shall prepare or review the work plan, unless the activity or use will result in a Permanent Cover Modification, in which case an Independent Professional shall prepare and/or review the work plan;

ii. the work plan shall be submitted no less than thirty (30) days prior to the initiation of the activity or use;

iii. the work plan shall include the following items :

a. a description of the proposed activity or use as it pertains to the Remedy, including without limitation any disturbance of the Cover;

b. a schedule for the performance of the activity or use, including without limitation a schedule of times and duration for any open excavation;

c. a map and, if necessary, a surveyed plan showing the location of the proposed activity or use, which Grantee may also require at its sole discretion;

d. the names, addresses and telephone numbers of Grantor's primary contacts for the proposed activity or use, including without limitation Grantor, its lessees or other parties responsible for submitting the work plan, its or their contractors and consultants, and the Qualified Professional or, if applicable, the Independent Professional, engaged to prepare or review the work plan;

iv. the work plan shall satisfy the applicable requirements of Paragraph 15 ("Cover and Clean Corridors Protocol") of this appendix; and

v. the Qualified Professional or the Independent Professional, as the case may be, shall provide a written opinion that the work plan complies with the applicable requirements of Paragraph 15 ("Cover and Clean Corridors Protocol") of this appendix, and any applicable requirements of the Grant.

B. Accidental Exposure of Contaminated Media. In the event that Grantor or any other party performing an activity or use pursuant to subparagraph 8.A. of this appendix, above, fully penetrates the Cover through to the Contaminated Soil or Contaminated Groundwater below, then Grantor or such other party shall:

i. immediately cease work in the area where the Cover penetration occurred until a revised work plan is approved, as set forth below, and secure the area in order to prevent the release of, or exposure to, such material, or any run-on or run-off, and otherwise comply with the requirements of section ii. ("Temporary On-Site Storage") of subparagraph 14.A. ("Management of Soils and Sediments") and section ii. ("Temporary On-Site Storage") of subparagraph 14.B. ("Management of Groundwater and Water from Dewatering");

ii. immediately orally notify Grantee of such event, and no later than seven (7) days after the date of such event submit written notification thereof to Grantee, with a copy to Settlers;

iii. submit a revised work plan in accordance with the requirements of subparagraph 8.C. ("Activity or Use within Contaminated Media"), except that it shall be submitted no later than thirty (30) days after the date of such event rather than sixty (60) days prior to initiation of the activity or use; and

iv. promptly perform the approved work plan.

C. Activity or Use within Contaminated Media. If the activity or use will fully penetrate the Cover through to the Contaminated Soil or Contaminated Groundwater below, or otherwise disturb Contaminated Soil or Contaminated Groundwater, then:

i. an Independent Professional shall prepare or review the work plan;

ii. Grantor shall obtain Grantee's written approval of the work plan before commencing the proposed activity or use;

1
2 iii. the work plan shall be submitted no less than sixty (60) days
3 prior to initiation of the activity or use;

4
5 iv. the work plan shall include the following items:

6
7 a. a description of the proposed activity or use as it pertains
8 to the Remedy, including without limitation any disturbance of the
9 Cover;

10
11 b. a schedule for the performance of the activity or use,
12 including without limitation a schedule of times and duration for
13 any open excavation;

14
15 c. a map and, if necessary, a surveyed plan showing the
16 location of the proposed activity or use, which Grantee may also
17 require at its sole discretion;

18
19 d. the names, addresses and telephone numbers of
20 Grantor's primary contacts for the proposed activity or use,
21 including without limitation Grantor, its lessees or other parties
22 responsible for submitting the work plan, its or their contractors
23 and consultants, and the Independent Professional engaged to
24 prepare or review the work plan;

25
26 e. a Health and Safety Plan, prepared in accordance with
27 the requirements of Paragraph 13 ("Health and Safety Plan") of
28 this appendix;

29
30 f. estimates of the volume of soils, sediments, surface
31 water, and/or groundwater that will be excavated, stored, contained
32 and/or disposed of;

33
34 g. an estimate of the total cost of performing the proposed
35 work plan, including all construction (e.g., labor and materials) and
36 related transactional costs (including, but not limited to, planning,
37 engineering design, inspection, and documentation costs); and

38
39 h. a financial assurance, if required by Paragraph 6
40 ("Financial Assurance Requirement") of this appendix, as provided
41 therein;

42
43 v. the work plan shall satisfy the following requirements:

44
45 a. the requirements of Paragraph 14 ("Materials
46 Management and Sampling Protocol") of this appendix; and

b. the requirements of Paragraph 15 ("Cover and Clean Corridors Protocol") of this appendix; and

vi. the Independent Professional shall provide a written opinion that the work plan complies with the requirements of Paragraph 13 ("Health and Safety Plan"), Paragraph 14 ("Materials Management and Sampling Protocol") and Paragraph 15 ("Cover and Clean Corridors Protocol") of this appendix, and any applicable requirements of the Grant.

9. Work Plan Requirements for Class A Land and Class B Land. For any activity or use which is prohibited, unless conducted in strict compliance with the Work Protocols, to be performed in whole or in part within Class A Land and/or Class B Land:

A. an Independent Professional shall prepare or review the work plan;

B. the work plan shall be submitted no less than thirty (30) days prior to initiation of the activity or use;

C. the work plan shall include the following items:

i. a description of the proposed activity or use;

ii. a schedule for the performance of the activity or use;

iii. a map and/or, upon the request of Grantee, a surveyed plan showing the location of the proposed activity or use;

iv. the names, addresses and telephone numbers of Grantor's primary contacts for the proposed activity or use, including without limitation Grantor, its lessees or other parties responsible for submitting the work plan, its or their contractors and consultants, and the Independent Professional engaged to prepare or review the work plan; and

v. a Health and Safety Plan, prepared in accordance with the requirements of Paragraph 13 ("Health and Safety Plan") of this appendix, unless the activity or use is to be performed wholly within Class A Land, in which case if it can be demonstrated to the satisfaction of the Grantee that Contaminated Groundwater is not present in or near the area of all proposed intrusive work, then such a health and safety plan shall not be required;

D. the work plan shall satisfy the following requirements:

1 i. the applicable requirements of Paragraph 14 ("Materials
2 Management and Sampling Protocol") of this appendix; and
3

4 ii. a financial assurance, if required by Paragraph 6 ("Financial
5 Assurance Requirement") of this appendix, as provided therein;
6

7 E. the Independent Professional shall provide a written opinion that the
8 work plan complies with the requirements of Paragraph 13 ("Health and Safety
9 Plan"), the applicable requirements of Paragraph 14 ("Materials Management and
10 Sampling Protocol") and any applicable requirements of the Grant; and
11

12 F. in the event that Grantor or any other party performing an activity or
13 use pursuant to subparagraphs 9.A. through 9.E. of this appendix, above,
14 discovers Contaminated Soil during the performance of such activity or use, then
15 Grantor or such other party shall:
16

17 i. if the work plan was prepared for activity or use solely within
18 Class A Land, immediately cease work in the area where the
19 Contaminated Soil was discovered, until a revised work plan is approved,
20 as set forth below, and secure the area in order to prevent the release of, or
21 exposure to, such material, or any run-on or run-off, and otherwise
22 comply with the requirements of section ii. ("Temporary On-Site
23 Storage") of subparagraph 14.A. ("Management of Soils and Sediments");
24

25 ii. immediately orally notify Grantee of such discovery, and no
26 later than seven (7) days after the date of such event submit written
27 notification thereof to Grantee, with a copy to Settlers;
28

29 iii. submit a revised work plan in accordance with the
30 requirements of subparagraph 8.C ("Activity or Use within Contaminated
31 Media"), as applicable, no later than thirty (30) days after the date of such
32 discovery, containing a proposal either:
33

34 a. to reclassify the land to Class C Land or Class D Land,
35 requiring a new Cover over the Contaminated Soil, in which case
36 the revised work plan shall demonstrate that the applicable
37 requirements of Paragraph 15 ("Cover and Clean Corridors
38 Protocol") of this appendix are satisfied; or
39

40 b. to excavate and dispose of the Contaminated Soil, in
41 which case the revised work plan shall demonstrate that the
42 applicable requirements of Paragraph 14 ("Materials Management
43 and Sampling Protocol") of this appendix are satisfied;
44

45 iv. promptly submit, along with the revised work plan, the written
46 opinion of an Independent Professional that the revised work plan

1 complies with the requirements of subparagraph 9.F.iii., above, and any
2 applicable requirements of the Grant;

3
4 v. obtain Grantee's written approval of the revised work plan prior
5 to the commencement of the activity or use set forth in the revised work
6 plan; and

7
8 vi. promptly perform the approved revised work plan.
9

10
11 SECTION III. COMPLETION REPORT REQUIREMENTS.
12

13 10. Completion Report Requirements for Class C Land and Class D Land. After
14 completion of any activity or use conducted in whole or in part within Class C Land or
15 Class D Land requiring submission of a work plan, including without limitation any
16 activity or use conducted pursuant to Paragraph 7 ("Establishment of Standard Work
17 Plans") of this appendix, or subparagraph 4.D ("Remedy Failure: Preliminary Action,
18 Notification and Repair") or Paragraph 5 ("Emergency Excavation") of the Grant:
19

20 A. If the activity or use disturbed the Cover without fully penetrating
21 through to the Contaminated Soil or Contaminated Groundwater below, then:
22

23 i. the completion report shall be submitted in writing, no more
24 than thirty (30) days following completion of all work pursuant to the
25 work plan;
26

27 ii. the completion report shall be prepared or reviewed by a
28 Qualified Professional, and shall include his or her opinion that the
29 activity or use has been performed in compliance with the work plan, as
30 approved, including sufficient supporting information; and
31

32 iii. if, as a result of the activity or use, a Permanent Cover
33 Modification is implemented, then Grantor shall also:
34

35 a. obtain Grantee's written approval of the revised As Built
36 Records, including fully and adequately addressing any comments
37 or concerns that Grantee may identify in connection with its review
38 prior to issuing such approval, and no later than thirty (30) days
39 after Grantee issues such approval, Grantor shall submit two (2)
40 copies of the revised As Built Records, as approved, to EPA for
41 retention in the Document Repository; and
42

43 b. if such Permanent Cover Modification results in or
44 requires, as Grantee, in its sole discretion, may determine, a change
45 in the areal extent of the boundaries of any of the Restricted Areas,
46 the Engineered Cover and/or the Equivalent Cover as shown on the

Plan of Restricted Areas, then Grantor shall also comply with the requirements of Appendix VI ("Amendment Protocol") of the Grant;

B. If the activity or use fully penetrated the Cover through to the Contaminated Soil or Contaminated Groundwater below, or resulted in a Permanent Cover Modification and/or new or replacement Cover, then:

i. the completion report shall be submitted in writing, no more than sixty (60) days following completion of all work pursuant to the work plan;

ii. the completion report shall demonstrate compliance with the work plan and Section IV ("Technical Requirements") of this appendix, and shall include without limitation sufficient supporting information such as sampling results, disposal information, if applicable, and any Independent Professional opinion(s) required by Section IV ("Technical Requirements") of this appendix;

iii. the completion report shall be prepared or reviewed by an Independent Professional, and shall include his or her opinion that the activity or use has been performed in compliance with the work plan, as approved; and .

iv. if, as a result of the activity or use, a Permanent Cover Modification and/or new Cover is implemented, then the completion report shall also include an Independent Professional's opinion in accordance with subparagraph 15.C.vi. of this appendix, and Grantor shall also:

a. obtain Grantee's written approval of the revised As Built Records, including fully and adequately addressing any comments or concerns that Grantee may identify in connection with its review prior to issuing such approval, and no later than thirty (30) days after Grantee issues such approval, Grantor shall submit two (2) copies of the revised As Built Records, as approved, to EPA for retention in the Document Repository; and

b. if such Permanent Cover Modification results in or requires, as Grantee, in its sole discretion, may determine, a change in the areal extent of the boundaries of any of the Restricted Areas, the Engineered Cover and/or the Equivalent Cover as shown on the Plan of Restricted Areas, then Grantor shall also comply with the requirements of Appendix VI ("Amendment Protocol") to the Grant.

11. Completion Report Requirements for Class A Land and Class B Land.

A. Except as provided in subparagraph 11.B., of this appendix, after completion of any restricted activity or use conducted in whole or in part within Class A Land or Class B Land, including without limitation any activity or use conducted pursuant to Paragraph 7 ("Establishment of Standard Work Plans") of this appendix or Paragraph 5 ("Emergency Excavation") of the Grant:

i. the completion report shall be submitted in writing no more than thirty (30) days following completion of all work pursuant to the work plan;

ii. the completion report shall demonstrate compliance with the work plan and Section IV ("Technical Requirements") of this appendix, and shall include without limitation sufficient supporting information such as sampling results, disposal information, if applicable, and any other Independent Professional opinion(s) required by Section IV ("Technical Requirements") of this appendix;

iii. the completion report shall be prepared or reviewed by an Independent Professional, and shall include his or her opinion that the activity or use has been performed in compliance with the work plan, as approved; and

iv. if, as a result of the activity or use, an existing Clean Corridor is permanently modified or a new Clean Corridor is established, then Grantor shall also:

a. obtain Grantee's written approval of the revised As Built Records, including fully and adequately addressing any comments or concerns that Grantee may identify in connection with its review prior to issuing such approval, and no later than thirty (30) days after Grantee issues such approval, Grantor shall submit two (2) copies of the revised As Built Records, as approved, to EPA for retention in the Document Repository; and

b. if such permanent modification to an existing Clean Corridor results in or requires, as Grantee, in its sole discretion, may determine, a change in the areal extent of the boundaries of the Clean Corridor as shown on the Plan of Restricted Areas, and/or if Grantor establishes any new Clean Corridors, then Grantor shall also comply with the requirements of Appendix VI ("Amendment Protocol") to the Grant.

B. If, during the performance of any restricted activity or use pursuant to Paragraph 9 of this appendix, Grantor elects to reclassify a portion of land to

1 Class C Land or Class D Land and constructs new Cover over the Contaminated
2 Soil pursuant to subparagraph 9.F. of this appendix, then for any activity or use
3 conducted in that area of the Property, in lieu of complying with the requirements
4 of subparagraph 11.A. of this appendix, Grantor shall comply with the completion
5 report requirements for Class C Land and Class D Land applicable to new Cover,
6 set forth in subparagraph 10.B. of this appendix.
7
8

9 SECTION IV. TECHNICAL REQUIREMENTS
10

11 12. Reference Information. Technical documents at the Document Repository
12 and other documents or information pertaining to the Site may be reviewed as reference
13 material for satisfying the requirements of this Section IV ("Technical Requirements").
14 For Class C Land and Class D Land, original As Built Records and/or other plans are
15 contained in the Cover Certification Report.
16

17 13. Health and Safety Plan. The Health and Safety Plan (the "HSP") shall be
18 prepared in accordance with the requirements in 29 CFR §1910.120, as amended, and/or
19 any and all similar and relevant laws, rules, or regulations then existing. The HSP shall
20 be approved by a Certified Industrial Hygienist ("CIH"). The plan shall include, but not
21 be limited to, the following items:
22

23 A. Contaminant Information. Information on the nature, extent and
24 concentrations of Contaminated Soil, Contaminated Groundwater and other
25 Hazardous Substances, if any, which are anticipated to be present in the media
26 that will be impacted by the activity or use proposed in the work plan;
27

28 B. Description of Tasks. A description of tasks which may involve
29 exposure to Contaminated Soil, Contaminated Groundwater and other Hazardous
30 Substances;
31

32 C. Safety Precautions. A description of anticipated actions to protect the
33 health, safety, and welfare of workers and the general public during the
34 performance of the activity or use proposed in the work plan. Actions may
35 include, but would not necessarily be limited to, air monitoring, dust control, odor
36 control, and erosion and sedimentation control measures. Such measures should
37 be employed when the Independent Professional and/or the Safety Officer
38 designated in the HSP determines through site-specific research, visual or
39 olfactory observations and/or monitoring that they are necessary. Intrusive
40 activities into groundwater in any class of land may cause exposure to volatile
41 organic compounds and/or elevated metal levels (particularly arsenic).
42 Monitoring of volatile organic compounds and appropriate direct contact
43 protection measures should be conducted for such activities. For intrusive
44 activities performed in Class B Land, Class C Land, and Class D Land, whether
45 into groundwater or only soils, an action level for total particulates should be
46 established to trigger immediate dust suppression measures and the upgrade of the

1 level of protection as necessary. In addition, such activities may cause the release
2 of hydrogen sulfide and other odorous gases from Contaminated Soils. An action
3 level should also be established for such odorous gases. A supply of odor control
4 materials (e.g., clean fill and/or odor suppressant foam) should be readily
5 available for use in the area where the intrusive activities are conducted;
6

7 D. Physical and Biological Hazards. Discussion of all relevant potential
8 physical and biological hazards;
9

10 E. Informing Workers. A requirement that all persons engaged in the
11 work read and acknowledge the provisions of the HSP, and document compliance
12 with said provisions; and
13

14 F. Worker Training. A requirement that all persons engaged in the work
15 have received appropriate and current training in matters of Health and Safety in
16 accordance with 29 CFR §1910.120, as amended, and/or any and all similar and
17 relevant laws, rules, or regulations then existing.
18

19 14. Materials Management and Sampling Protocol.
20

21 A. Management of Soils and Sediments. For Class B Land, Class C Land
22 and Class D Land, the following management requirements shall apply to soils
23 and sediments, associated materials and personal protective equipment:
24

25 i. General. Excavated soils and sediments generated while
26 performing work at the Property shall be stored, sampled and analyzed by
27 an Independent Professional prior to disposal. All soil, sediments and
28 associated materials and personal protective equipment, shall be managed
29 and disposed of in accordance with the opinion of an Independent
30 Professional and in compliance with all applicable federal, state and local
31 laws, regulations and ordinances;
32

33 ii. Temporary On-Site Storage. Excavated soils and sediments
34 stored on the Property shall be covered with and stored on impermeable
35 material to contain the excavate and prevent precipitation infiltration. The
36 excavation and the excavate shall be bermed around its perimeter to
37 collect precipitation run-off and prevent run-on. Saturated soils requiring
38 dewatering shall be dewatered and water from such dewatering shall be
39 collected and managed in accordance with subparagraph 14.B. The
40 excavation and the excavate shall be designed and marked appropriately to
41 prevent unauthorized access. Soils and sediments excavated, collected,
42 used, and subsequently placed and/or stored on Site shall be sampled and
43 properly disposed of within ninety (90) days from the date such on-site
44 storage is commenced;
45

1 iii. Soil brought onto, or moved from within, the Property. Soil
2 brought on to, or moved from within, the Property to be used as Cover or
3 within Clean Corridors shall first be sampled and analyzed to show that it
4 is below the applicable MCP Reportable Concentration standards;

5
6 iv. Due Care. Care shall be taken to avoid mixing Contaminated
7 Soil with clean fill; and

8
9 v. Disposal Alternatives. Subject to the requirements of
10 subparagraph 14.A.i, disposal alternatives for soils and sediments include,
11 but are not limited to, the following options:

12
13 a. Sampled Soils and Sediments which are Contaminated
14 Soils. Any soils and sediments which are determined to contain
15 Contaminated Soils after sampling and analysis:

16
17 (i) may be disposed of at a permitted off-site
18 facility, compliant with 40 C.F.R. § 300.440, following
19 fifteen (15) days' advance, written notice to Grantee and
20 EPA; or

21
22 (ii) may be placed below the Cover anywhere
23 within the Site with the permission of the owner of the
24 property where such placement will occur and subject to
25 and in accordance with the requirements of the grant of
26 environmental restriction and easement applicable to that
27 property, provided that the Independent Professional's
28 opinion includes a determination that such placement will
29 not degrade the receiving area by introducing new
30 contaminants;

31
32 b. Unsampled Soils and Sediments. Unsampled, excavated
33 soils and sediments may be placed back into the excavation from
34 which they were originally removed, below the Cover, if any, and
35 within the same Class of Land. Alternatively, unsampled,
36 excavated soils may be placed below the Cover, if any, within the
37 same Class of Land, elsewhere on the Property, subject to the
38 Work Protocols applicable to Class B Land, Class C Land and/or
39 Class D Land, as the case may be.

40
41 B. Management of Groundwater and Water from Dewatering. For all
42 Restricted Areas, the following management requirements shall apply to
43 groundwater, water from dewatering activities, associated materials, and personal
44 protective equipment:
45

i. General. Groundwater and water from dewatering activities generated while performing work at the Property shall be contained, sampled and analyzed by an Independent Professional prior to disposal. Such water, associated materials and personal protective equipment shall be managed, treated as necessary, and disposed of in accordance with the opinion of an Independent Professional and in compliance with all applicable federal, state and local laws, regulations and ordinances;

ii. Temporary On-Site Storage. Groundwater, water from dewatering activities, and other contaminated materials (e.g., personal protective equipment) extracted, pumped, excavated, collected, and subsequently placed and/or stored on the Property shall be properly disposed of within ninety (90) days from the date such on-site storage is commenced.

C. Sampling. For all Restricted Areas, the following sampling requirements shall apply:

i. General. Sampling of all relevant media (e.g., soil, sediment, groundwater, surface water and other materials) shall be sufficient to assure adequate characterization for the end use of the materials (including any discharge or disposal) in accordance with State and federal law and this Section IV ("Technical Requirements"), and as required by an Independent Professional;

ii. Confirmatory Sampling. The work plan shall specify sampling details and identify sampling locations. For purposes of reclassification or after removal of Contaminated Soil, sampling shall include, at a minimum, the bottom and all four sides of an excavation and/or sufficient coverage of the subject area, as required by the Independent Professional.

15. Cover and Clean Corridors Protocol.

A. Excavation. In the excavation of Cover and Clean Corridors, the following protocol shall apply:

i. Soil, Geotextile and/or Geomembrane Cover.

a. Unless the approved work plan provides otherwise, digging within twelve (12) inches of the geotextile fabric or geomembrane material of the Cover shall be done with care by hand to locate and avoid damage or penetration of the geotextile/geomembrane material, and to prevent mixing soil from above the geotextile/geomembrane material with Contaminated Soil from below; and

b. Unless the approved work plan provides otherwise, soil from above the geotextile fabric or geomembrane material shall be removed and segregated prior to cutting the geotextile/geomembrane material so that mixing of such soil and Contaminated Soil from below does not occur;

ii. Asphalt or Concrete Cover. Broken asphalt or concrete Cover may be reused below the Cover in accordance with all applicable federal, State, and local regulations, policies and guidelines. No asphalt or concrete Equivalent Cover shall be disposed of off the Property, unless the work plan includes a plan for the prior decontamination of the asphalt or concrete, or other alternative procedures;

iii. Inspections. Grantor shall fully cooperate with Grantee and its representatives seeking to inspect the work; and

iv. Supervision of Work. Grantor shall retain an Independent Professional to supervise the excavation, if an Independent Professional developed or reviewed the work plan. Grantor shall retain a Qualified Professional to supervise the excavation, if a Qualified Professional developed or reviewed the work plan.

B. Design.

i. Replacement Cover and Clean Corridors. For the replacement of Cover and/or Clean Corridors, engineering plans and specifications of the work, stamped by a Professional Engineer (P.E., Civil), shall be submitted with the work plan. Such plans shall illustrate that, after the work, the structure and type of original Cover or Clean Corridor will be reproduced in accordance with the Cover Certification Report, as amended.

ii. Permanent Cover Modification and New Cover. For the design of a Permanent Cover Modification and/or new Cover, the following protocols shall apply:

a. Design Drawings. New or revised design drawings, stamped by a Professional Engineer (P.E., Civil), shall be submitted with the work plan;

b. Equivalent Protection. The new or revised design of the Cover shall provide protection of human health and the environment, equivalent to or greater than that provided by similar types of Cover included as a part of the original 100% Remedial Design for the Site prepared by Golder and distributed for bidding

1 in April 1992, a copy of which is on file in the Document
2 Repository; and
3

4 c. Design Criteria. The new or revised Cover design shall
5 address the following design criteria:
6

7 (i) containment and isolation of Contaminated Soil
8 to prevent contact by human receptors;
9

10 (ii) prevention of erosion by water, wind or use of
11 the Property;
12

13 (iii) adequate resistance to frost action/heaving;
14

15 (iv) prevention of settlement or subsidence;
16

17 (v) management of surface water during and after
18 construction, including provisions to withstand the effects
19 of 25-year return period storms;
20

21 (vi) ability to withstand customary and expected
22 activities and uses;
23

24 (vii) long-term protectiveness; and
25

26 (viii) location-specific requirements of all
27 applicable federal, state and local laws, regulations and
28 ordinances.
29

30 iii. Permanent Modifications to Existing Clean Corridors and New
31 Clean Corridors. For the design of permanent modifications to existing
32 Clean Corridors and new Clean Corridors, design drawings, stamped by a
33 Professional Engineer (P.E., Civil), shall be submitted with the work plan.
34

35 C. Construction. In the construction of replacement and new Cover and
36 Clean Corridors, and Permanent Cover Modifications and permanent
37 modifications to existing Clean Corridors, unless the approved work plan
38 provides otherwise, the following protocol shall apply:
39

40 i. Patching Geotextile or Geomembrane. A patch of replacement
41 or added geotextile or geomembrane layer of the Cover or Clean Corridor
42 shall be done in accordance with the original Site, or most recent
43 applicable, design specifications, and in accordance with the following
44 requirements:
45

1 a. a patch of replacement or added geotextile shall be sewn
2 to the existing geotextile with a continuous seam if installed on a
3 slope or, if it is not installed on a slope, the patch may be sewn as
4 described above or placed with each edge overlapping the original
5 Cover or Clean Corridor geotextile by a minimum of three (3) feet;
6 and
7

8 b. a patch of replacement or added geomembrane shall be
9 bonded to existing geomembrane in a manner that will provide
10 equivalent strength and durability to that of the original design;
11

12 ii. Transitions and Tie-Ins. Transitions within the Cover (i.e.,
13 where one type of Cover abuts a different type of Cover, or land without a
14 Cover) and tie-ins for the Clean Corridors shall be constructed in
15 accordance with the original Site or most recent applicable design
16 specifications;
17

18 iii. Inspections. Grantor shall fully cooperate with Grantee and its
19 representatives seeking to inspect the work;
20

21 iv. Supervision. If the work will fully penetrate through the Cover
22 or Clean Corridor to the Contaminated Soil or Contaminated Groundwater
23 below, then Grantor shall retain an Independent Professional to supervise
24 the construction and ensure compliance with the engineering plans and
25 specifications. Otherwise, Grantor may retain a Qualified Professional to
26 supervise the construction and ensure compliance with the engineering
27 plans and specifications;
28

29 v. Surveying During Construction. As necessary, Grantor shall
30 retain a Massachusetts registered land surveyor to horizontally and
31 vertically locate all aspects of the new Cover, replacement Cover and new
32 Clean Corridors as they are being constructed, including but not limited to,
33 the location of geotextile, geomembrane, clean fill, final ground elevation
34 and all structures associated with the Cover or Clean Corridor design; and
35

36 vi. As Built Records. For the completion report, Grantor shall
37 produce new or revised As Built Records for new Cover, new Clean
38 Corridors, Permanent Cover Modifications, and permanent modifications
39 to Clean Corridors, as applicable. The As Built Records shall be stamped
40 by a Professional Engineer (P.E., Civil). For new Cover and Permanent
41 Cover Modifications, the Independent Professional shall also provide a
42 written opinion that the As Built Records continue to support his or her
43 original opinion on the protection of human health and the environment.
44 The As Built Records shall be of the same or equivalent quality and detail
45 as the original As Built Records for the Property, if any, and shall include
46 without limitation the survey by the Massachusetts registered land

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- 1 surveyor, locating the horizontal and vertical extent of the Cover or Clean
- 2 Corridor, required in subparagraph 15.C.v, above.

APPENDIX V -- Cover Inspection Plan

1
2
3
4 1. Title. This appendix, which shall be referred to as the "Cover Inspection
5 Plan," is an attachment to an instrument entitled "Industri-Plex Site Institutional
6 Controls" (also referred to as the "Institutional Controls," "Grant of Environmental
7 Restriction and Easement" or "Grant"), dated March 5, 2009 [insert date of
8 **Institutional Controls**], and recorded and/or registered in the Middlesex South Registry
9 of Deeds/Land Registration Office.

10
11 2. Definitions. Unless otherwise defined herein, the terms used in the Cover
12 Inspection Plan shall have the meanings set forth in Paragraph 1 ("Definitions") of the
13 Grant.

14
15 3. Applicability. In accordance with subparagraph 4.A.iii of the Grant, Grantor
16 shall comply with the provisions of this appendix when performing an inspection of the
17 Cover or preparing a Cover inspection report.

18
19 4. Purpose. In order to ensure that Grantor adequately fulfills its obligations to
20 perform periodic Cover inspections and submit Cover inspection reports, this appendix
21 sets forth minimum Cover inspection and Cover inspection report requirements.

22
23 5. Consideration of Potential Disturbance to the Cover. Grantor should consider
24 potential disturbances to the Cover which may reasonably be anticipated to occur,
25 including, without limitation:

26
27 A. insufficient vegetation resulting in erosion of the Cover by storm water
28 runoff and/or wind; woody growth whose roots could penetrate the Cover;

29
30 B. animal burrows;

31
32 C. cracks or fissures of the Cover resulting from excessive differential
33 settlement; potholes and other structural damage to the Cover; and

34
35 D. disturbances or damage to the Cover by personnel and/or equipment;
36 and damage to the permanent surveyed monuments, or any security fences.

37
38 6. Minimum Cover Inspection Requirements. Each Cover inspection shall at a
39 minimum include a Site walkover and the establishment of a visual record of the
40 inspection by means of video and/or photographs. Special attention should be given to
41 each of the following:

42
43 A. Cover Integrity. The integrity of the Cover and documentation of
44 wash-outs, erosion gullies, damage or deterioration and other breaks (such as
45 cracks, potholes and ruts) in the Cover affecting its ability to prevent direct
46 contact with underlying Contaminated Soils;

1
2 B. Subsidence. Any subsidence which may occur as a result of
3 differential settlement shall be recorded, especially as may affect the integrity of
4 the geotextile fabric;
5

6 C. Vegetation. Vegetation shall be monitored for (i) bare areas and/or
7 areas without sufficient growth to prevent wind and/or water erosion, which shall
8 be noted for replacement; (ii) any woody growth, which shall be noted for
9 removal before the roots can penetrate the geotextile fabric; and (iii) any
10 undesirable wetland vegetation (e.g., phragmites, purple loosestrife, etc.), which
11 shall be noted for removal;
12

13 D. Drainage Structures. The Cover associated with drainage areas and
14 structures shall be inspected for any damage which interferes with the original
15 design and performance of the structure, or the structure's ability to serve as a
16 Cover. The inspection shall note any blockages which could impede or change
17 the course of flow and cause erosion. Culverts shall be noted for cleaning out as
18 appropriate to prevent flooding of upstream areas. The stormwater storage areas
19 shall be checked for erosion, clogging, and accumulation of sediment; and
20

21 E. Survey Monuments. The permanent surveyed monuments delineating
22 the boundaries of the Restricted Areas and the Property, and the security fences,
23 shall be inspected for possible damage; any such damage shall be noted for repair
24 or replacement.
25

26 7. Inspection Conditions. Inspections of the Cover shall be performed when
27 snow and ice are not covering the ground and no more than three (3) days after mowing
28 of the Cover vegetation, if inspected during the summer months.
29

30 8. Documentation and Reporting.
31

32 A. The written inspection report shall include a visual record of the
33 inspection by means of videos and/or photographs with date stamp(s). Any
34 required repair and/or maintenance work shall be assessed and noted in the
35 inspection report for performance in accordance with the Normal Maintenance
36 provisions and Remedy Failure provisions (including the Work Protocols) of the
37 Institutional Controls, as appropriate. Written records of any interviews held with
38 parties involved at the Property, particularly with its operation and maintenance,
39 shall be included in the inspection report.
40

41 B. Grantor shall maintain copies of the inspection reports it submits at the
42 Property.

APPENDIX VI – Amendment Protocol

SECTION I. GENERAL

1. Title. This appendix, which shall be referred to as the “Amendment Protocol,” is an attachment to an instrument entitled “Industri-Plex Site Institutional Controls” (also referred to as the “Institutional Controls,” “Grant of Environmental Restriction and Easement” or “Grant”), dated March 5, 2009 [Insert date of Institutional Controls], and recorded and/or registered herewith, in the Middlesex South Registry of Deeds/Land Registration Office.
2. Definitions. Unless otherwise defined herein, the terms used in this Amendment Protocol shall have the meanings set forth in Paragraph 1 (“Definitions”) of the Institutional Controls.
3. Applicability. Whenever the Institutional Controls, including without limitation the Work Protocols (attached as Appendix IV (“Work Protocols”) to the Institutional Controls), require compliance with the Amendment Protocol, Grantor shall comply with the terms and provisions of this appendix.
4. Submissions. All submissions made pursuant to this Amendment Protocol shall be made in accordance with the requirements of Paragraph 23 (“Notices; Changes of Address”) of the Institutional Controls.

SECTION II. REQUIREMENTS

5. Proposed Amendment. Grantor shall prepare, sign and submit a written request for Grantee to review and approve the proposed amendment to the Institutional Controls, with a copy to other Settlers, which shall include the following information and documentation:
 - A. Grantor’s name, address and telephone number, the address of the affected property, and a brief description of the proposed amendment and the reason for the proposal;
 - B. the proposed amendment, in recordable form satisfactory to Grantee, which shall amend the Grant, as appropriate, so as to incorporate any proposed modification, including without limitation:
 - i. a change in the classes of land included in the Restricted Areas;
 - ii. a revision to the Plan of Restricted Areas resulting from a change to the areal extent of the boundaries of existing Cover or existing

Clean Corridors, the establishment of new Cover or new Clean Corridors, and any change to the boundaries of the Restricted Areas; and

iii. any other permanent change to the Institutional Controls which may be proposed by Grantor pursuant to subparagraph 15.B. of the Institutional Controls;

C. proposed revised appendices to the Institutional Controls and related plans and documentation, which shall at a minimum provide for:

i. appropriate revisions to the legal description of the Restricted Areas attached as Appendix III ("Legal Description of the Restricted Areas") of the Institutional Controls, if applicable;

ii. appropriate revisions to the Plan of Restricted Areas;

iii. proper and customary evidence of Grantor's authority to execute the proposed amendment and related documentation;

iv. a proposed, updated title insurance policy or title opinion which, as the case may be, shall update the policy or opinion previously provided to Grantee in connection with the establishment of the Institutional Controls, and shall be prepared in accordance with the title requirements set forth in the plan for Inauguration of the Institutional Controls (a copy of which may be found in the Document Repository), or any otherwise relevant title requirements;

v. subordination agreements in recordable form satisfactory to Grantee, using the form contained in Appendix VII ("Subordination Agreement Form") of the Institutional Controls, obtained from any and all holders of interests in the Property recorded and/or registered prior to the date of recording or registering of the proposed amendment, unless waived by Grantee, in its sole discretion, for those interests which Grantor establishes, to Grantee's satisfaction, do not affect the interests to be created under or modified by the proposed amendment; and

vi. any other customary or appropriate documentation necessary for Grantee to approve the proposed amendment, as Grantee, in its sole discretion, may determine.

D. Grantee, upon request or its own initiative, and in Grantee's sole discretion, may waive in writing any of the documentation requirements that they may determine are not relevant to a particular proposed amendment, but any such waiver shall apply only to the particular proposed amendment, and all of the above documentation requirements shall apply to all other proposed amendments,

unless expressly waived for such other proposed amendments, as well, on a case-by-case basis.

SECTION III. APPROVAL AND RECORDING

6. Approval. Following notification by Grantee that the proposed amendment, all attachments and all related documents are satisfactory, Grantor shall submit a fully executed amendment, along with all such attachments and any revised plans or other related documents in final form, for Grantee's written approval, including any necessary signature by Grantee on the amendment; and fully executed subordination agreements in accordance with subparagraph 5.C.vi., above, of this appendix.

7. Recording.

A. Following Grantee's return of the submission to Grantor with Grantee's written approval, Grantor shall update the title through the time of recording in order to determine whether there have been any new matters recorded and/or registered against the property since the date and time of the previous title rundown submitted to Grantee (as part of the Grantor's previous updated title insurance policy or title opinion submittal). If not, Grantor shall record and/or register the amendment, including all attachments, any subordination agreements, and any revised plans or other related documents, all in accordance with subparagraph 15.D. ("Recordation and/or Registration") of the Grant, and, if applicable, shall incorporate the revisions to the As Built Records into the Cover Certification Report, as an amendment.

B. If there have been any new matters recorded and/or registered against the property since the date and time of the previous title rundown submitted to Grantee (as part of the Grantor's previous updated title insurance policy or title opinion submittal), then Grantor shall not record or register the amendment, attachments, subordination agreements, revised plans or other related documents but, instead, shall:

i. notify Grantee within seven (7) days of performing the title update that Grantor has identified new matters of record,

ii. within thirty (30) days of performing the title update shall submit a new written request to Grantee for approval to record the amendment, including all attachments, any subordination agreements, and any revised plans or other related documents. This request shall include:

a. a copy of the title update, identifying the new matters recorded and/or registered against the Property since the date of the previous title rundown;

b. any necessary fully executed subordination agreements as to any of those matters that may otherwise impair the rights held by the Grantee under the Grant, once it is amended; and

c. an updated title insurance policy or title opinion, taking into account any such new matters of record that have not been subordinated; and

iii. once Grantee approves Grantor's new request in writing, Grantor shall record and/or register record the amendment, including all attachments, any subordination agreements, and any revised plans or other related documents, in accordance with the provisions of this Paragraph 7.

8. Title Policy/Title Opinion. Within thirty (30) days of the date of recording and/or registration, Grantor shall submit to Grantee a final title insurance policy or title opinion, as the case may be, updated through the time of recording.

9. Notice. Following recording and/or registration, Grantor shall provide copies of the amendment, including all attachments, any subordination agreements, and any revised plans or other related documentation to local officials in accordance with subparagraph 15.E. ("Notice to Local Officials") of the Grant.

10. Costs. Grantor shall be responsible for paying all recording fees and other costs associated with the proposed amendment.

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APPENDIX VII -- Subordination Agreement Form
(for amendments to the Grant of Environmental Restriction and Easement)

SUBORDINATION AGREEMENT

Site Name: Industri-Plex Superfund Site
Site Location: Woburn, MA
EPA Site Identification Number: MAD076580950
DEP Release Tracking Number: 3-0001731

_____, of _____ (Town/City), _____
County, _____ (State), is the holder of a _____ granted by
_____ to _____, dated _____, recorded with
the Middlesex South Registry of Deeds in Book _____, Page _____ and/or registered with the Land
Registration Office of the Middlesex South Registry District as Document No. _____ [insert
abbreviated name of the record interest here, such as e.g. "(the "Willow Street Interceptor Sewer
Easement")"].

_____ hereby assents to the [First] Amendment to the Grant of
Environmental Restriction and Easement granted by _____ to the
Massachusetts Department of Environmental Protection dated _____ and recorded
with the Middlesex South Registry of Deeds in Book _____, Page _____, and/or registered with
the Land Registration Office of the Middlesex South Registry District as Document
No. _____, and agrees that the _____ shall be subject to said [First]
Amendment and to the rights created by and under said [First] Amendment insofar as the
interests created under the _____ affect the Property identified in the [First]
Amendment and as if for all purposes said [First] Amendment had been executed, delivered and
recorded prior to the execution, delivery and recordation and/or registration of the
_____.

_____ hereby represent(s) and warrant(s) that
[he/she/it/they] is [are] the current and true holder(s) of _____ [insert abbreviated name
of the record interest], said record interest having been acquired from the original holder of the
_____ [insert abbreviated name of the record interest] via the following conveyance(s):
[list each transfer (title of instrument of conveyance, name of grantor and grantee, date of transfer, recording
data)].

Industri-Plex Superfund Site
Appendix VII
Page 2 of 2

Property Address: 112 Commerce Way
Plan of Restricted Areas Lot IC-41

WITNESS the execution hereof under seal this ____ day of _____, 20____.

Holder

COMMONWEALTH OF MASSACHUSETTS

_____, ss

On this ____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____ (name of document signer), proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

Notary Public:
My Commission Expires:

[seal]

[Note: or, use corporate form signature block and acknowledgement, etc., as appropriate]

[The execution of this Subordination Agreement by a secured lender and/or a fiduciary (as defined in M.G.L. c. 21E, § 2) for the purpose of subordinating its lien to said [First] Amendment shall not render such secured lender or fiduciary an "owner" or "operator", provided such secured lender and/or fiduciary shall not otherwise be an "owner" or "operator" within the meaning of § 2.]

Upon recording, return to:

*Bureau of Waste Site Cleanup
Department of Environmental Protection
One Winter Street, 8th Floor
Boston, MA 02108*

Attention: Industri-Plex Superfund Site Project Manager

EXHIBIT A
TO GRANT OF ENVIRONMENTAL RESTRICTION AND EASEMENT

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION I

ONE CONGRESS STREET SUITE 1100
BOSTON, MASSACHUSETTS 02114-2023



August 5, 2008

Jay Naparstek, Deputy Director
Response and Remediation Division
Bureau of Waste Site Cleanup
Massachusetts Department of Environmental Protection
One Winter Street
Boston, MA 02108


Dear Mr. Naparstek,

The purpose of this letter is to formally request the assistance of the Massachusetts Department of Environmental Protection (MassDEP) to accept all Grants of Environmental Restrictions (Grant) for the Industri-plex Superfund Site, Operable Unit 1 (OU-1), in Woburn, MA. As you know, our offices have been working together on completing the Grants for OU-1 for many years, with the Final Grant for 112 Commerce Way nearly ready to be recorded.

Pursuant to Section 104(j) of CERCLA, 42 U.S.C. § 9604(j), before EPA may acquire any real property interests to conduct a remedial action, the Commonwealth must first agree to accept transfer of such interests upon completion of the remedial action. EPA is in the process of approving all remaining Cover Certification Reports, which we expect to complete this federal fiscal year. Thus, the Selected Remedy for OU-1 will be completed once the Grants have been established. Once this occurs, EPA, if it were to acquire such interests, is required to transfer them to the Commonwealth. Therefore, in order to establish the restrictions and for purposes of efficiency, we request that MassDEP accept the Industri-plex OU-1 Grants directly, as sole Grantee.

If you have any further questions, please feel free to contact me at 617-918-1330 or site attorney David Peterson at 617-918-1891.

Sincerely,


Robert G. Cianciarulo, Chief
Massachusetts Superfund Section

cc: Joseph LeMay, EPA
David Peterson, EPA
Jennifer McWeeney, MassDEP
Andy Cohen, MassDEP

MAY 08 2009

COMMONWEALTH OF MASSACHUSETTS.

MIDDLESEX S. S. _____

SOUTH DIST. REGISTRY OF DEEDS

CAMBRIDGE, MA

I HEREBY CERTIFY THE FOREGOING

IS A TRUE COPY OF A PAPER

RECORDED IN BOOK 52725

PAGE 46

Eugene C. Brune
REGISTER

Welcome to South Middlesex County Registry of Deeds - Windows Internet Explorer

http://www.masslandrecords.com/mak/controller?command=flag-getDetails&optflag=Details&commandcounty=ma018&user=

File Edit View Favorites Tools Help

AVG Search Search-Shield AVG Info Get More

Welcome to South Middlesex County Registry of Deeds

Registry of Deeds

William Francis Galvin, Secretary of the Commonwealth
Middlesex South - Eugene C. Brune, Register

Home | Search | Index | Feedback | Contact

Registry Home | Select Another Registry | Registry of Deeds Search | Contact Us | Help | FAQ

← Back

TOWN: WOBURN

Number	File Date	Type Desc.	# Pgs.	Cert No.	Book/Volume/Page	Court Case No.	Consideration
80052	05/06/2009	EASEMENT	66		52725/46		1.00

Street#	Street Name	Description
112	COMMERCE WY	

Grantor	MASSACHUSETTS DEPARTMENT OF ENVIRONMENTAL PROTECTION 112 COMMERCE WAY LLC
Grantee	112 COMMERCE WAY LLC MASSACHUSETTS DEPARTMENT OF ENVIRONMENT
Marginal Reference Documents	51284-182 2008 DEED 49494-6 2007 DEED

DOCUMENT IS IN WORKFLOW

Q Quick Document Viewer [Click here](#) for Printing Instructions.

Q High Quality Document Viewer (Requires TIFF Plug-In) [Click here](#) for Instructions.

Q Download the Document Pages (Requires TIFF Viewer) [Click Here](#) for Instructions.

For best results use Internet Explorer 6 and above or Firefox 3 and above

start | AVAccess... | 2 Internet... | Info - E... | Commerce... | Document... | Type to search | 100% | 8:27 AM





2009 00080054

Bk: 52725 Pg: 114 Doc: SUB
Page: 1 of 2 05/06/2009 03:57 PM

SUBORDINATION AGREEMENT

Site Name: Industri-Plex Superfund Site
Site Location: Woburn, MA
EPA Site Identification Number: MAD076580950
DEP Release Tracking Number: 3-0001731

The City of Woburn, a municipal corporation organized under the laws of the Commonwealth of Massachusetts, having a usual place of business at City Hall, 10 Common Street, Woburn, Middlesex County, Massachusetts, is the holder of a Grant of Easement granted by Pacer Electronics, Inc. to said City of Woburn, dated September 25, 2000, recorded with the Middlesex South District Registry of Deeds in Book 31864, Page 151 (the "Grant of Easement")

The City of Woburn hereby assents to the Grant of Environmental Restriction and Easement granted by 112 Commerce Way LLC to the Massachusetts Department of Environmental Protection dated March 5, 2009 and recorded with the Middlesex South District Registry of Deeds in Book 52725, Page 46, and registered with the Land Registration Office of Middlesex South Registry District as Document No. 1499831 (the "GERE"), and agrees that the Grant of Easement shall be subject to said GERE and to the rights created by and under said GERE insofar as the interests created under the Grant of Easement affect the Property identified in the GERE and as if for all purposes said GERE had been executed, delivered and recorded prior to the execution, delivery and recordation of the Grant of Easement.

The City of Woburn hereby represents that it is the current holder of the Grant of Easement, said record interest having been acquired directly from said Pacer Electronics, Inc.

[End of text. Signature on next page.]

National Development
2310 Washington Street
Newton, MA 02462

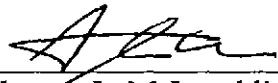
Recorded Land only

112 Commerce Way and 30 Atlantic Avenue, Woburn, MA

WITNESS the execution hereof under seal this 9th day of MARCH, 2009.

CITY OF WOBURN

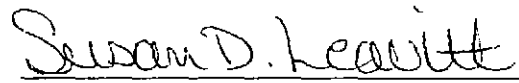
By its Mayor


Thomas L. McLaughlin

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

On this 9th day of march, 2009, before me, the undersigned notary public, personally appeared the above-named Thomas L. McLaughlin, Mayor of the City of Woburn, as aforesaid, proved to me through satisfactory evidence of identification, being Personally Known, to be the person whose name is signed above, and acknowledged to me that he signed the foregoing voluntarily for its stated purpose on behalf of the City of Woburn.



Notary Public:

My Commission Expires: March 26, 2010

[seal]

Upon recording, please return to:

*Bureau of Waste Site Cleanup
Department of Environmental Protection
One Winter Street, 8th Floor
Boston, MA 02108*

Attention: Industri-Plex Superfund Site Project Manager



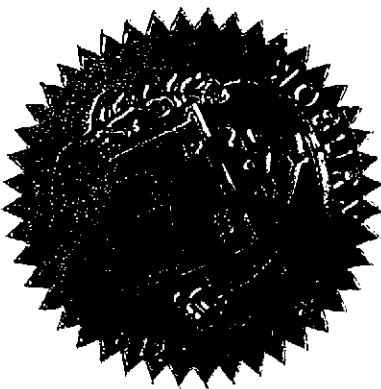
RESOLVED

Be It Resolved that the City Council of the City of Woburn hereby authorizes the Mayor or his designated representative to accept, on behalf of the City, an easement for the purposes of placing and maintaining traffic control signals and devices on a portion of property located at 112 Commerce Way, Woburn, which easement is recorded with Middlesex South District Registry of Deeds in Book 31864, Page 151, and further authorizes the Mayor to execute a Subordination Agreement, subordinating said easement to the restrictions placed on said property for the benefit of the Massachusetts Department of Environmental Protection and the United States Environmental Protection Agency, and to execute any and all documents and take all related actions necessary or appropriate to carry out the foregoing, or take any other action relative thereto.

s/President Doherty (per request)

June 5, 2007

In City Council, Resolve Adopted
(9 in favor, 0 opposed, 0 absent)



Presented to the Mayor: June 7, 2007
Mayor's Office: June 11, 2005
Approved: s/Thomas L. McLaughlin, Mayor

A True Copy Attest:

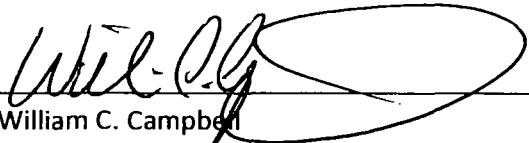
National Development
2310 Washington Street
Newton MA 02462

William C. Campbell
City Clerk and Clerk of the Council

unrecorded land only

This shall certify that the within Resolution of the City Council of the City of Woburn has not been rescinded or revoked by the City Council as of this date.

April 6, 2009



William C. Campbell
City Clerk and Clerk of the Council

A TRUE COPY-ATTEST



CITY CLERK

CITY OF WOBURN

APR 06 2009

Industri-Plex Superfund Site
Town of Reading Subordination Agreement
Page 1 of 2

Property Address: 112 Commerce Way
Plan of Restricted Areas Lot 1C-41



2009 00080058
Bk: 52725 Pg: 117 Doc: SUB
Page: 1 of 3 05/08/2009 03:57 PM

SUBORDINATION AGREEMENT

Site Name: Industri-Plex Superfund Site
Site Location: Woburn, MA
EPA Site Identification Number: MAD076580950
DEP Release Tracking Number: 3-0001731

The TOWN OF READING, a municipal corporation organized under the laws of the Commonwealth of Massachusetts, having a usual place of business at Town Hall, 16 Lowell Street, Reading, Middlesex County, Massachusetts, is the holder of a certain Order of Taking dated September 27, 1976, recorded with the Middlesex South District Registry of Deeds in Book 13078, Page 191, and registered with the Land Registration Office of the Middlesex South Registry District as Document No. 549397 (the "Order of Taking").

The Town of Reading hereby assents to the Grant of Environmental Restriction and Easement granted by 112 Commerce Way LLC to the Massachusetts Department of Environmental Protection dated March 5, 2009 and recorded with the Middlesex South District Registry of Deeds in Book 52725, Page 46, and registered with the Land Registration Office of the Middlesex South Registry District as Document No. 1499831 (the "GERE"), and agrees that the Order of Taking shall be subject to the GERE and to the rights created by and under the GERE insofar as the interests created under the Order of Taking affect the Property identified in the GERE and as if for all purposes the GERE had been executed, delivered and recorded prior to the execution, delivery and recordation of the Order of Taking.

National Development
2310 Washington Street
Newton, MA 02462

Unrecorded Land only

324
112 Commerce Way
and 30 Atlantic Avenue Woburn

Industri-Plex Superfund Site
 Town of Reading Subordination Agreement
 Page 2 of 2

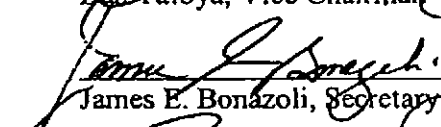
Property Address: 112 Commerce Way
 Plan of Restricted Areas Lot 1C-41

WITNESS the execution hereof under seal this 31 day of March 2009.

TOWN OF READING
 By: Board of Selectmen


 Stephen Galdy, Chair


 Ben Tafoya, Vice Chairman


 James E. Bonazoli, Secretary

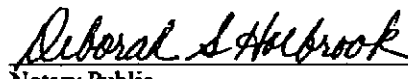

 Camille W. Anthony


 Richard W. Schubert

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 31 day of March 2009, before me, the undersigned Notary Public, personally appeared the above-named Stephen Galdy, proved to me by satisfactory evidence of identification, being (check whichever applies): ☒ driver's license or other state or federal governmental document bearing a photographic image, ☐ oath or affirmation of a credible witness known to me unaffected by the document or transaction who knows the above signatory, or ☐ my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose, on behalf of the Town of Reading.


 Notary Public
 Printed Name: _____
 My commission expires: 11/8/2013



DEBORAH S. HOLBROOK
 NOTARY PUBLIC
 Commonwealth of Massachusetts
 My Commission Expires
 November 8, 2013

Industri-Plex Superfund Site
Town of Reading Subordination Agreement
Page 3 of 2

*Property Address: 112 Commerce Way
Plan of Restricted Areas Lot 1C-41*

Upon recording, return to:

**Bureau of Waste Site Cleanup
Department of Environmental Protection
One Winter Street, 8th Floor
Boston, MA 02108**

Attention: Industri-Plex Superfund Site Project Manager

W:\Legal\Geo\112 Commerce Way\Subordination Agreement (Town of Reading)\1-Plex F (Final2).doc

MAY 08 2009

COMMONWEALTH OF MASSACHUSETTS
MIDDLESEX S.S. _____
SOUTH DIST. REGISTRY OF DEEDS
CAMBRIDGE, MA

I HEREBY CERTIFY THE FOREGOING
IS A TRUE COPY OF A PAPER
RECORDED IN BOOK _____

52725

PAGE _____

112

Eugene C. Brune
REGISTER



Town of Reading
16 Lowell Street
Reading, MA 01867-2685

FAX: (781) 942-9070
Website: www.ci.reading.ma.us

TOWN CLERK
(781) 942-9050

CERTIFICATE OF INCUMBENCY

OF THE

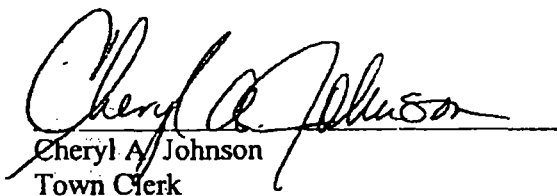
READING BOARD OF SELECTMEN



Bk: 52725 Pg: 120 Doc: CERT
Page: 1 of 1 05/08/2009 03:57 PM

I, Cheryl Johnson, being the duly appointed Town Clerk for the Town of Reading, Massachusetts, do hereby certify that Stephen Goldy, Ben Tafoya, James E. Bonazoli, Camille W. Anthony and Richard W. Schubert, are the duly elected and incumbent members of the Reading Board of Selectmen.

In witness whereof, I have hereunto set my name and seal of the Town of Reading, Massachusetts this 27th day of February, 2009.


Cheryl A. Johnson
Town Clerk

National Development
2310 Washington Street
Newton MA 02462

recorded hand only

MAY 08 2009

COMMONWEALTH OF MASSACHUSETTS.
MIDDLESEX S. S. _____

SOUTH DIST. REGISTRY OF DEEDS
CAMBRIDGE, MA

INDEXED _____ PREVIOUSLY RECORDED

RECORDED INDEX _____ 52725-

PAGE _____ 120

Eugene C. Brune
REGISTER



2009 01498832
 Bk: 1339 Pg: 140 Cert#: 239741
 Doc: CERT 05/06/2009 02:46 PM

3



COMMERCE BANK & TRUST COMPANY

I, William F. Burke, in my official capacity, hereby certify: that I am the Assistant Clerk, of Commerce Bank & Trust Company, a corporation duly organized and existing under the laws of the Commonwealth of Massachusetts; that at a Regular Meeting of the Board of Directors of this Corporation, duly convened and held on the twenty first day of January 1998, at which a quorum for the transaction of business was present and acting throughout, the following vote was duly and regularly adopted and is still in force and effect, and appears as follows in the minutes of the meeting:

VOTED: That the Chairman of the Board, President, any Executive Vice President, Senior Vice President, Vice President for Workout or Treasurer of this Company be and each of them is hereby authorized in the name and behalf of this Company to sign any document, contract, deed, lease, instrument, certificate or other paper that it may be necessary or appropriate to execute for or on behalf of this Bank in the conduct of its lawful business, either on its own behalf or in a fiduciary capacity.

I further certify that the foregoing vote is not contrary to any provision in its Charter or the By- Laws of this Corporation.

IN WITNESS WHEREOF, I hereunto set my hand and affix the seal of this Corporation on this 6th day of March 2009.


 William F. Burke, Assistant Clerk

(Seal)

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

March 6, 2009

Then personally appeared the above-named William F. Burke and acknowledged the foregoing instrument to be his free act and deed, before me.

386 Main Street, P.O. Box 15020, Worcester, Massachusetts 01608 (508) 797-6900



Susan L. Caro
 Notary Public
 My Commission Expires
 12/31/2010

239741



Commerce Bank & Trust Company

CERTIFICATE OF INCUMBENCY

The undersigned being the duly appointed, qualified and acting Assistant Clerk of Commerce Bank & Trust Company, a corporation duly organized and existing under the laws of the Commonwealth of Massachusetts, does hereby CERTIFY THAT:

The following is the duly appointed, qualified and acting Officer of said Corporation as the date hereof:

Senior Vice President: John S. Kelley

IN WITNESS WHEREOF, the undersigned has executed this Certificate on this 6th day of March 2009.

{Seal}

William F. Burke, Assistant Clerk

Susan L. Card
Notary Public
My Commission Expires
October 15, 2008

DOCUMENT 01499832

Southern Middlesex LAND COURT

REGISTRY DISTRICT

RECEIVED FOR REGISTRATION

On: May 06, 2009 at 02:46P

Document Fee: 75.00
Receipt Total: \$994.00

NOTED ON: CERT 239741 BK 01339 PG 140

ALSO NOTED ON:

PHOTOSTAT COPY WANTED

5/11/09
I HEREBY ATTEST AND CERTIFY ON
THAT THE FOREGOING DOCUMENT IS A FULL, TRUE AND
CORRECT COPY OF THE ORIGINAL ON FILE IN MY OFFICE
AND IN MY LEGAL CUSTODY.

EUGENE C. BRUNE
ASST. RECORDER
LAND COURT

BY *Eugene C. Brune*



B





**NATIONAL
DEVELOPMENT**

T: 617.527.9800 F: 617.965.7361 www.natdev.com

2310
Washington
Street
Newton
Lower Falls
MA 02462

*Missy Gorman
Legal Specialist
Direct Dial Number: (617) 559-5188
Fax Number: (617) 965-7361
E-Mail: mgorman@natdev.com
Web: www.natdev.com*

October 2, 2009

VIA OVERNIGHT MAIL

Massachusetts Department of Environmental Protection
One Winter Street
Boston, MA 02108
Attn: Andrew Cohen, Esquire

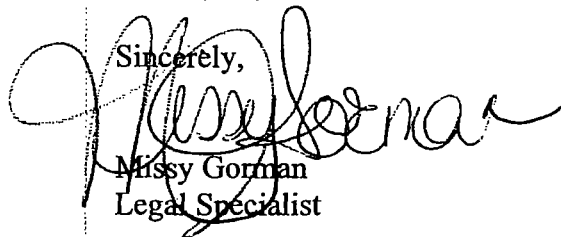
Re: 112 Commerce Way, Woburn, Massachusetts

Dear Andy:

Enclosed please find the Commonwealth of Massachusetts Commission of Banks' certificate for Commerce Bank & Trust Company which was recorded in the Middlesex South Registry of Deeds in Book 53578, Page 193 and filed with the District of the Land Court as Document No. 1514211 including marginal references to the Subordination Agreement by Commerce Bank & Trust Company recorded in Book 52725, Page 122 and filed as Document No. 1499833.

Should you have any questions concerning the enclosed, please do not hesitate to call me at (617) 559-5188.

Sincerely,



Missy Gorman
Legal Specialist

Enclosure

cc by email: Geoffrey Hargreaves-Heald, Esq. – National Development (w/out enclosures)



The Commonwealth of Massachusetts
Office of the Commissioner of Banks
One South Station
Boston, Massachusetts 02110

BOTH WAYS

DEVAL L. PATRICK
GOVERNOR

TIMOTHY P. MURRAY
LIEUTENANT GOVERNOR



2009 00187172
Bk: 53578 Pg: 193 Doc: CERT
Page: 1 of 1 09/24/2009 09:10 AM

GREGORY BIALECKI
SECRETARY OF HOUSING AND
ECONOMIC DEVELOPMENT

BARBARA ANTHONY
UNDERSECRETARY, OFFICE OF
CONSUMER AFFAIRS AND
BUSINESS REGULATION

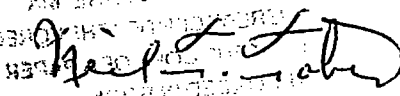
STEVEN L. ANTONAKES
COMMISSIONER OF BANKS

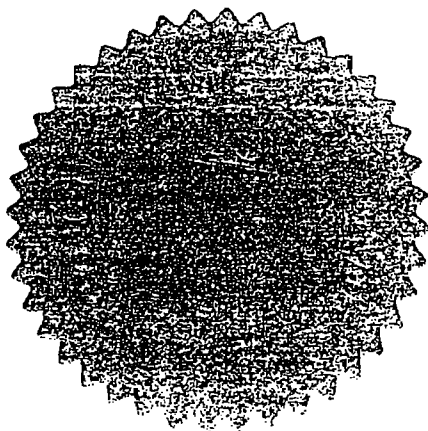
September 3, 2009

To Whom It May Concern:

This letter is to certify that records currently in the possession of the Division of Banks indicate that Commerce Bank & Trust Company, Worcester, Massachusetts was incorporated on July 6, 1955. Commerce Bank & Trust Company continues to operate as a state-chartered trust company under the provisions of Massachusetts General Laws chapter 172 and other related statutes, subject to supervision and examination by the Commissioner of Banks.

Sincerely,


Neil T. Tobin
Counsel



Affecting Certificate Doc # 1499832
and Subordination Agreement Doc # 1499833
and Book 52725 page 112

SEP 29 2009

COMMONWEALTH OF MASSACHUSETTS.

MIDDLESEX S. S. _____

SOUTH DIST REGISTRY OF DEEDS

CAMBRIDGE, MA

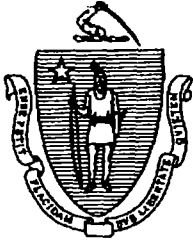
I HEREBY CERTIFY THE FOREGOING

IS A TRUE COPY OF A PAPER

RECORDED IN BOOK 53578

PAGE 193

Eugene C. Brune
REGISTER



DEVAL L. PATRICK
GOVERNOR

TIMOTHY P. MURRAY
LIEUTENANT GOVERNOR

The Commonwealth of Massachusetts
Office of the Commissioner of Banks
One South Station
Boston, Massachusetts 02110

BOTH WAYS



2009 01514211
Bk: 01339 Pg: 140 Cert#: 230741
Doc: CERT 09/24/2009 09:08 AM

GREGORY BIALECKI
SECRETARY OF HOUSING AND
ECONOMIC DEVELOPMENT

BARBARA ANTHONY
UNDERSECRETARY, OFFICE OF
CONSUMER AFFAIRS AND
BUSINESS REGULATION

STEVEN L. ANTONAKES
COMMISSIONER OF BANKS

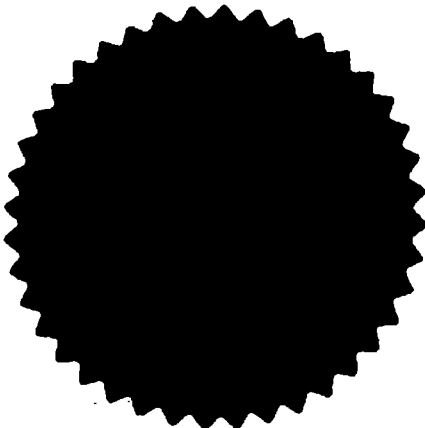
September 3, 2009

To Whom It May Concern:

This letter is to certify that records currently in the possession of the Division of Banks indicate that Commerce Bank & Trust Company, Worcester, Massachusetts was incorporated on July 6, 1955. Commerce Bank & Trust Company continues to operate as a state-chartered trust company under the provisions of Massachusetts General Laws chapter 172 and other related statutes, subject to supervision and examination by the Commissioner of Banks.

Sincerely,

Neil T. Tobin
Counsel



Affecting Certificate Doc # 1499832
and Subordination Agreement Doc # 1499833
and Book 52725 page 112

OK
Per
John McN
Boston

1447524
6-29-07

BOTH WAYS

I HEREBY ATTEST AND CERTIFY ON 09/29/09
THAT THE FOREGOING DOCUMENT IS A FULL, TRUE AND
CORRECT COPY OF THE ORIGINAL ON FILE IN MY OFFICE
AND IN MY LEGAL CUSTODY.

EUGENE C. BRUNE
ASST RECORDER
LAND COURT

BY *Eugene C. Brune*

DOCUMENT 01514211

Southern Middlesex LAND COURT

REGISTRY DISTRICT

RECEIVED FOR REGISTRATION

On: Sep 24, 2009 at 09:06A

Document Fee: 75.00
Receipt Total: \$75.00

NOTED ON: CERT 239741 BK 01339 PG 140

ALSO NOTED ON:

Patricia McMahon-Carbon
NAME 265 Franklin St TEL 617-69-4800
STREET ADDRESS Boston MA
CITY OR TOWN 02110 ZIP



2009 01499831
Bk: 1339 Pg: 140 Cert#: 239741
Doc: SUB 05/06/2009 02:48 PM



SUBORDINATION AGREEMENT

Site Name: Industri-Plex Superfund Site
Site Location: Woburn, MA
EPA Site Identification Number: MAD076580950
DEP Release Tracking Number: 3-0001731

Commerce Bank & Trust Company, a Massachusetts trust company having a principal office at 386 Main Street, Worcester, Massachusetts 01615 ("Commerce"), is the holder of (a) a Construction Mortgage and Security Agreement granted by 112 Commerce Way LLC, a Massachusetts limited liability company ("112 LLC") to Commerce, dated June 28, 2007, recorded with the Middlesex South District Registry of Deeds in Book 49694, Page 100, and registered with the Land Registration Office of the Middlesex South Registry District as Document No. 1447532, as amended by that certain First Amendment to Construction Mortgage, Security Agreement and Collateral Assignment of Leases and Rents, dated July 15, 2008 (the "First Amendment"), recorded with the Middlesex South District Registry of Deeds in Book 51445, Page 263, and registered with the Land Registration Office of the Middlesex South Registry District as Document No. 1477799 (as amended by the First Amendment, the "Mortgage"), and (b) a Collateral Assignment of Leases and Rents granted by 112 LLC to Commerce, dated June 28, 2007, recorded with the Middlesex South District Registry of Deeds in Book 49694, Page 119 and registered with the Land Registration Office of the Middlesex South Registry District as Document No. 1447533, as amended by the First Amendment (as amended by the First Amendment, the "Assignment", and together with the Mortgage, hereinafter collectively, the "Security Documents").

Commerce hereby assents to the Grant of Environmental Restriction and Easement (the "GERE") granted by 112 LLC to the Massachusetts Department of Environmental Protection dated March 5, 2009 and recorded with the Middlesex South District Registry of Deeds in Book _____, Page _____, and registered with the Land Registration Office of Middlesex South Registry District as Document No. 1499831, and agrees that the Security Documents shall be subject to said GERE and to the rights created by and under said GERE insofar as the interests created under the Security Documents affect the real property identified in the GERE and as if for all purposes said GERE had been executed, delivered and recorded prior to the execution, delivery, recordation and registration of the Security Documents.

[End of text. Signature on next page.]

339741

WITNESS the execution hereof under seal this 6th day of March 2009.

COMMERCE BANK & TRUST COMPANY

By: 

Name: John S. Kelley

Title: SVP

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss

On this 6th day of March 2009, before me, the undersigned notary public, personally appeared John S. Kelley (name of document signer), proved to me through satisfactory evidence of identification, which were personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose as SVP of said Commerce Bank & Trust Company, a Massachusetts trust company.


Name:

Notary Public

My Commission Expires:

Susan L. Card

Notary Public

My Commission Expires
March 16, 2009

The execution of this Subordination Agreement by a secured lender and/or a fiduciary (as defined in M.G.L. c. 21E, § 2) for the purpose of subordinating its lien to said GERE shall not render such secured lender or fiduciary an "owner" or "operator", provided such secured lender and/or fiduciary shall not otherwise be an "owner" or "operator" within the meaning of § 2.

Upon recording, please return to:

Bureau of Waste Site Cleanup
Department of Environmental Protection
One Winter Street, 8th Floor
Boston, MA 02108

Attention: Industri-Plex Superfund Site Project Manager

BOTH WAYS

DOCUMENT 01499833

Southern Middlesex LAND COURT

REGISTRY DISTRICT

RECEIVED FOR REGISTRATION

On: May 06, 2009 at 02:46P

Document Fee: 75.00
Receipt Total: \$994.00

NOTED ON: CERT 235741 BK 01339 PG 140

ALSO NOTED ON:

PHOTOSTAT COPY WANTED

5/11/09
I HEREBY ATTEST AND CERTIFY ON
THAT THE FOREGOING DOCUMENT IS A FULL, TRUE AND
CORRECT COPY OF THE ORIGINAL ON FILE IN MY OFFICE
AND IN MY LEGAL CUSTODY.

EUGENE C. BRUNE
ASST. RECORDER
LAND COURT

BY *Eugene C. Brune*

Industri-Plex Superfund Site
Form Subordination Agreement
Page 1 of 2

Property Address: 112 Commerce Way
Plan of Restricted Areas Lot IC-41

BOTH WAYS



Bk: 52725 Pg: 112 Doc: SUB
Page: 1 of 2 05/08/2009 03:57 PM

SUBORDINATION AGREEMENT

Site Name: Industri-Plex Superfund Site
Site Location: Woburn, MA
EPA Site Identification Number: MAD076580950
DEP Release Tracking Number: 3-0001731

Commerce Bank & Trust Company, a Massachusetts trust company having a principal office at 386 Main Street, Worcester, Massachusetts 01615 ("Commerce"), is the holder of (a) a Construction Mortgage and Security Agreement granted by 112 Commerce Way LLC, a Massachusetts limited liability company ("112 LLC") to Commerce, dated June 28, 2007, recorded with the Middlesex South District Registry of Deeds in Book 49694, Page 100, and registered with the Land Registration Office of the Middlesex South Registry District as Document No. 1447532, as amended by that certain First Amendment to Construction Mortgage, Security Agreement and Collateral Assignment of Leases and Rents, dated July 15, 2008 (the "First Amendment"), recorded with the Middlesex South District Registry of Deeds in Book 51445, Page 263, and registered with the Land Registration Office of the Middlesex South Registry District as Document No. 1477799 (as amended by the First Amendment, the "Mortgage"), and (b) a Collateral Assignment of Leases and Rents granted by 112 LLC to Commerce, dated June 28, 2007, recorded with the Middlesex South District Registry of Deeds in Book 49694, Page 119 and registered with the Land Registration Office of the Middlesex South Registry District as Document No. 1447533, as amended by the First Amendment (as amended by the First Amendment, the "Assignment", and together with the Mortgage, hereinafter collectively, the "Security Documents").

Commerce hereby assents to the Grant of Environmental Restriction and Easement (the "GERE") granted by 112 LLC to the Massachusetts Department of Environmental Protection dated March 5, 2009 and recorded with the Middlesex South District Registry of Deeds in Book 52725 Page 46, and registered with the Land Registration Office of Middlesex South Registry District as Document No. 1499831, and agrees that the Security Documents shall be subject to said GERE and to the rights created by and under said GERE insofar as the interests created under the Security Documents affect the real property identified in the GERE and as if for all purposes said GERE had been executed, delivered and recorded prior to the execution, delivery, recordation and registration of the Security Documents.

[End of text. Signature on next page.]

239741

WITNESS the execution hereof under seal this 6th day of March 2009.

COMMERCE BANK & TRUST COMPANY

By: 

Name: John S. Kelley

Title: SVP

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss

On this 6th day of March 2009, before me, the undersigned notary public, personally appeared John S. Kelley (name of document signer), proved to me through satisfactory evidence of identification, which were personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose as SVP of said Commerce Bank & Trust Company, a Massachusetts trust company.


Name: Susan L. Card

Notary Public

My Commission Expires:

Susan L. Card
Notary Public

My Commission Expires
October 16, 2009

The execution of this Subordination Agreement by a secured lender and/or a fiduciary (as defined in M.G.L. c. 21E, § 2) for the purpose of subordinating its lien to said GERE shall not render such secured lender or fiduciary an "owner" or "operator", provided such secured lender and/or fiduciary shall not otherwise be an "owner" or "operator" within the meaning of § 2.

Upon recording, please return to:

Bureau of Waste Site Cleanup
Department of Environmental Protection
One Winter Street, 8th Floor
Boston, MA 02108

Attention: Industri-Plex Superfund Site Project Manager

MAY 08 2009

COMMONWEALTH OF MASSACHUSETTS.
MIDDLESEX S. S. _____

SOUTH DIST REGISTRY OF DEEDS
CAMBRIDGE, MA

I HEREBY CERTIFY THE FOREGOING

IS A TRUE COPY OF A PAPER

RECORDED IN BOOK 52725

PAGE 112

Eugene C. Brune
REGISTER

Cert



William Francis Galvin
Secretary of the
Commonwealth

The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

April 6, 2009



2009 01489834
Bk: 1339 Pg: 140 Cert#: 239741
Doc: CERT 05/08/2009 02:48 PM

To Whom it May Concern:

I hereby certify that according to the records in this office, a Certificate of Formation of Limited Partnership was filed in this office by

CRANSHAW CONSTRUCTION OF NEW ENGLAND LIMITED PARTNERSHIP

in accordance with the provisions of Massachusetts General Laws, Chapter 109, on August 3, 1992.

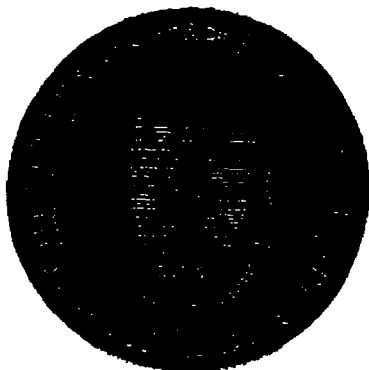
I also certify that the names of the General Partners as listed in the most recent filings are as follows:

**CRANSHAW CONSTRUCTION OF NEW ENGLAND INC.
2310 WASHINGTON STREET
NEWTON LOWER FALLS, MASSACHUSETTS 02462**

I hereby certify that said Limited Partnership has not filed a Certificate of Cancellation to date.

In testimony of which,
I have hereunto affixed the
Great Seal of the Commonwealth
on the date first above written.

William Francis Galvin
Secretary of the Commonwealth



Processed By:nem

239741

DOCUMENT 01499834

Southern Middlesex LAND COURT

REGISTRY DISTRICT

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On: May 06, 2009 at 02:46P

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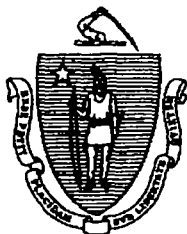
PHOTOSTAT COPY WANTED

5/11/09
I HEREBY ATTEST AND CERTIFY ON
THAT THE FOREGOING DOCUMENT IS A FULL, TRUE AND
CORRECT COPY OF THE ORIGINAL ON FILE IN MY OFFICE
AND IN MY LEGAL CUSTODY.

EUGENE C. BRUNE
ASST. RECORDER
LAND COURT

BY *Eugene C. Brune*

Cert



William Francis Galvin
Secretary of the
Commonwealth

The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

April 3, 2009

TO WHOM IT MAY CONCERN:



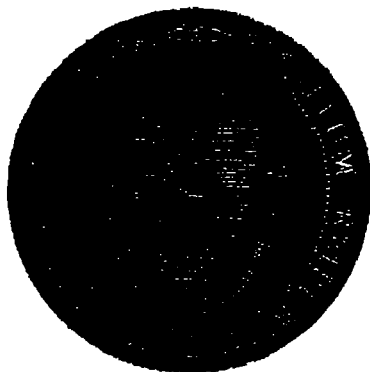
2009 01489835
Bk: 1339 Pg: 140 Cert#: 239741
Doc: CERT 05/08/2009 02:46 PM

I hereby certify that according to the records of this office,

CRANSHAW CONSTRUCTION OF NEW ENGLAND, INC.

is a domestic corporation organized on February 18, 1992, under the General Laws of the Commonwealth of Massachusetts.

I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



Processed By: sam

In testimony of which,
I have hereunto affixed the
Great Seal of the Commonwealth
on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

239741

DOCUMENT 01499835

Southern Middlesex LAND COURT

REGISTRY DISTRICT

RECEIVED FOR REGISTRATION

On: May 06, 2009 at 02:46P

Document Fee: 75.00
Receipt Total: \$994.00

NOTED DN: CERT 239741 BK 01339 PG 140

ALSO NOTED DN:

PHOTOSTAT COPY WANTED

I HEREBY ATTEST AND CERTIFY ON 5/11/09
THAT THE FOREGOING DOCUMENT IS A TRUE AND
CORRECT COPY OF THE ORIGINAL ON FILE IN MY OFFICE
AND IN MY LEGAL CUSTODY.
EUGENE C. BRUNE
ASST. RECORDER
LAND COURT

BY *Eugene C. Brune*



RECYCLED PAPER MADE FROM 20% POST CONSUMER CONTENT



2009 01498838
Bk: 1339 Pg: 140 Cert#: 239741
Doc: SUB 05/08/2009 02:46 PM

BOTH WAYS

3

SUBORDINATION AGREEMENT

Site Name: Industri-Plex Superfund Site
Site Location: Woburn, MA
EPA Site Identification Number: MAD076580950
DEP Release Tracking Number: 3-0001731

Cranshaw Construction of New England Limited Partnership, a limited partnership organized under the laws of the Commonwealth of Massachusetts, having a usual place of business at 2310 Washington Street, Newton Lower Falls, Middlesex County, Massachusetts, is the holder of a Notice of Contract dated July 18, 2008, recorded with the Middlesex South District Registry of Deeds in Book 51642, Page 466, and registered with the Land Registration Office of Middlesex South Registry District as Document No. 1481161 as affected by the Partial Waiver and Subordination of Lien recorded with the Middlesex South District Registry of Deeds in Book 51755, Page 523 and registered with the Land Registration Office of Middlesex South District as Document No. 1483877 (the "Notice of Contract").

Cranshaw Construction of New England Limited Partnership hereby assents to the Grant of Environmental Restriction and Easement granted by 112 Commerce Way LLC to the Massachusetts Department of Environmental Protection dated March 5, 2009 and recorded with the Middlesex South District Registry of Deeds in Book , Page , and registered with the Land Registration Office of Middlesex South Registry District as Document No. 1499831 (the "GERE"), and agrees that the Notice of Contract shall be subject to said GERE and to the rights created by and under said GERE insofar as the interests created under the Notice of Contract affect the Property identified in the GERE and as if for all purposes said GERE had been executed, delivered and recorded prior to the execution, delivery and recordation of the Notice of Contract.

Cranshaw Construction of New England Limited Partnership hereby represents and warrants that it is the current and true holder of the Notice of Contract.

[End of text. Signature on next page.]

WITNESS the execution hereof under seal this 14 day of April, 2009.

CRANSHAW CONSTRUCTION OF NEW
ENGLAND LIMITED PARTNERSHIP

By: Cranshaw Construction of New
England, Inc., its general partner

By: [Signature]
Name: John J. O'Neil, III
Title: President

By: [Signature]
Name: Stephen A. Kinsella
Title: Treasurer

COMMONWEALTH OF MASSACHUSETTS

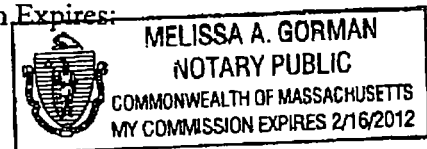
Middlesex, ss

On this 14 day of April, 2009, before me, the undersigned notary public, personally appeared the above-named John J. O'Neil, III, and Stephen A. Kinsella, as President, and Treasurer, respectively, of said Cranshaw Construction of New England, Inc., as general partner of said Cranshaw Construction of New England Limited Partnership, proved to me through satisfactory evidence of identification, being personally known, to be the persons whose names are signed above, and acknowledged to me that they signed the foregoing voluntarily for its stated purpose on behalf of Cranshaw Construction of New England, Inc., as general partner of Cranshaw Construction of New England Limited Partnership.

[Signature]
Notary Public:

My Commission Expires:

[seal]



Upon recording, please return to:

Bureau of Waste Site Cleanup
Department of Environmental Protection
One Winter Street, 8th Floor
Boston, MA 02108

Attention: Industri-Plex Superfund Site Project Manager

BOTH WAYS

DOCUMENT 01499836

Southern Middlesex LAND COURT

REGISTRY DISTRICT

RECEIVED FOR REGISTRATION

On: May 06, 2009 at 02:46P

Document Fee: 75.00
Receipt Total: \$994.00

NOTED ON: CERT 239741 BK 01339 PG 140

ALSO NOTED ON:

PHOTOSTAT COPY WANTED

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I HEREBY ATTEST AND CERTIFY
THAT THE FOREGOING DOCUMENT IS A FULL TRUE AND
CORRECT COPY OF THE ORIGINAL ON FILE IN MY OFFICE
AND IN MY LEGAL CUSTODY.

EUGENE C. BRUNE
ASST. RECORDER
LAND COURT

BY *Eugene C. Brune*

Industri-Plex Superfund Site
Form Subordination Agreement
Page 1 of 2

Property Address: 112 Commerce Way
Plan of Restricted Areas Lot IC-41

BOTH WAYS

CC
3

SUBORDINATION AGREEMENT

Site Name: Industri-Plex Superfund Site
Site Location: Woburn, MA
EPA Site Identification Number: MAD076580950
DEP Release Tracking Number: 3-0001731



2009 00080058
Bk: 52725 Pg: 121 Doc: SUB
Page: 1 of 2 05/06/2009 03:57 PM

Cranshaw Construction of New England Limited Partnership, a limited partnership organized under the laws of the Commonwealth of Massachusetts, having a usual place of business at 2310 Washington Street, Newton Lower Falls, Middlesex County, Massachusetts, is the holder of a Notice of Contract dated July 18, 2008, recorded with the Middlesex South District Registry of Deeds in Book 51642, Page 466, and registered with the Land Registration Office of Middlesex South Registry District as Document No. 1481161 as affected by the Partial Waiver and Subordination of Lien recorded with the Middlesex South District Registry of Deeds in Book 51755, Page 523 and registered with the Land Registration Office of Middlesex South District as Document No. 1483877 (the "Notice of Contract").

Cranshaw Construction of New England Limited Partnership hereby assents to the Grant of Environmental Restriction and Easement granted by 112 Commerce Way LLC to the Massachusetts Department of Environmental Protection dated March 5, 2009 and recorded with the Middlesex South District Registry of Deeds in Book 52725 Page 46, and registered with the Land Registration Office of Middlesex South Registry District as Document No. 1499831 (the "GERE"), and agrees that the Notice of Contract shall be subject to said GERE and to the rights created by and under said GERE insofar as the interests created under the Notice of Contract affect the Property identified in the GERE and as if for all purposes said GERE had been executed, delivered and recorded prior to the execution, delivery and recordation of the Notice of Contract.

Cranshaw Construction of New England Limited Partnership hereby represents and warrants that it is the current and true holder of the Notice of Contract.

[End of text. Signature on next page.]

WITNESS the execution hereof under seal this 16 day of April, 2009.

CRANSHAW CONSTRUCTION OF NEW
ENGLAND LIMITED PARTNERSHIP ✓

By: Cranshaw Construction of New
England, Inc., its general partner

By: [Signature]
Name: John J. O'Neil, III
Title: President

By: [Signature]
Name: Stephen A. Kinsella
Title: Treasurer

COMMONWEALTH OF MASSACHUSETTS

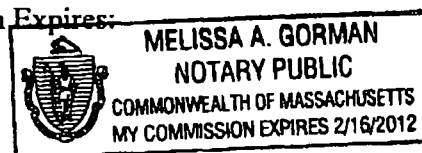
Middlesex, ss

On this 16 day of April, 2009, before me, the undersigned notary public, personally appeared the above-named John J. O'Neil, III, and Stephen A. Kinsella, as President, and Treasurer, respectively, of said Cranshaw Construction of New England, Inc., as general partner of said Cranshaw Construction of New England Limited Partnership, proved to me through satisfactory evidence of identification, being personally known, to be the persons whose names are signed above, and acknowledged to me that they signed the foregoing voluntarily for its stated purpose on behalf of Cranshaw Construction of New England, Inc., as general partner of Cranshaw Construction of New England Limited Partnership.

[Signature]
Notary Public:

My Commission Expires:

[seal]



Upon recording, please return to:

Bureau of Waste Site Cleanup
Department of Environmental Protection
One Winter Street, 8th Floor
Boston, MA 02108

Attention: Industri-Plex Superfund Site Project Manager

MAY 08 2009

COMMONWEALTH OF MASSACHUSETTS
MIDDLESEX S.S. _____
SOUTH DIST. REGISTRY OF DEEDS
CAMBRIDGE, MA

I HEREBY CERTIFY THE FOREGOING
IS A TRUE COPY OF A PAPER

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PAGE 121

Eugene C. Brune
REGISTER





2009 01498837
Bk: 1339 Pg: 140 Cert#: 239741
Doc: REL 06/08/2009 02:48 PM

BOTH WAYS

cc
4

RELEASE DEED

This instrument is a RELEASE by the undersigned Gary Moran, being the Deputy Commissioner of Operations & Programs of the MASSACHUSETTS DEPARTMENT OF ENVIRONMENTAL PROTECTION ("MassDEP"), a duly constituted agency organized under the laws of the Commonwealth of Massachusetts (the "Commonwealth"), having its principal office at One Winter Street, Boston, Massachusetts 02108, related to certain interests MassDEP may have acquired in that certain parcel of land located in the City of Woburn, Middlesex County, Massachusetts, with the buildings and improvements thereon, known and/or numbered as 112 Commerce Way (hereinafter, said parcel of land being referred to as "112 Commerce Way"), as further described, below.

WHEREAS, THE BOYD CORPORATION, pursuant to the terms of a Consent Decree entered on April 24, 1989 by the United States District Court for the District of Massachusetts in the matter styled *United States v. Stauffer Chemical Company et al.*, Civil Action No. 89-0195-MC and *Commonwealth of Massachusetts v. Stauffer Chemical Company et al.*, Civil Action No. 89-0196-MC, and recorded with the Middlesex South Registry of Deeds in Book 19837, Page 476 (the "Consent Decree"), executed a Notice and Covenants in favor of the United States Environmental Protection Agency ("EPA"), the Commonwealth, by and through the Department of Environmental Quality Engineering (now known as MassDEP), *et al.*, in connection with 112 Commerce Way, which is more particularly bounded and described therein, dated May 4, 1989 and recorded with said Deeds in Book 19838, Page 8, and filed in the Middlesex South Registry District of the Land Court as Document No. 799554; → NJT

WHEREAS, PACER ELECTRONICS, INC., pursuant to said Consent Decree, executed a Notice and Covenants in favor of EPA, the Commonwealth, by and through MassDEP, *et al.*, in connection with 112 Commerce Way, which is more particularly bounded and described therein, dated May 24, 1996 and recorded with said Deeds in Book 26580, Page 336;

239741

WHEREAS, PACER HEADQUARTERS, INC., pursuant to said Consent Decree, executed a Notice and Covenants in favor of EPA, the Commonwealth, by and through MassDEP, *et al.*, in connection with 112 Commerce Way, which is more particularly bounded and described therein, dated May 24, 1996 and recorded with said Deeds in Book 26580, Page 342;

WHEREAS, 112 Commerce Way LLC, successor-in-title to said Boyd Corporation, said Pacer Electronics, Inc. and said Pacer Headquarters, Inc., has granted to MassDEP a Grant of Environmental Restriction and Easement (the "GERE") in 112 Commerce Way, which is more particularly bounded and described therein, dated March 5, 2009, to be recorded herewith;

WHEREAS, such interest in 112 Commerce Way as MassDEP has acquired pursuant to said GERE renders any interest in 112 Commerce Way that may have been conveyed to MassDEP pursuant to each aforesaid Notice and Covenants unnecessary; and

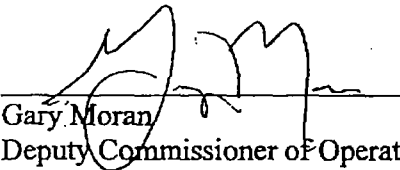
WHEREAS, MassDEP, pursuant to Section 6 of Chapter 21E, as amended, is authorized to take all action appropriate to release an interest in real property if necessary to carry out the purposes of Chapter 21E;

NOW, THEREFORE, the undersigned Gary Moran, being the being the Deputy Commissioner of Operations & Programs of MassDEP, does hereby RELEASE, without covenants, express or implied, any and all right, title and interest MassDEP may have acquired in 112 Commerce Way pursuant to each aforesaid Notice and Covenants;

The aforesaid shall become effective upon its recordation and/or registration with the appropriate Registry of Deeds and/or Land Registration Office.

[End of text. Signature on next page.]

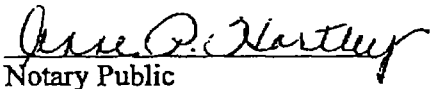
WITNESS the execution hereof under seal this 1 day of May, 2009.


Gary Moran
Deputy Commissioner of Operations &
Programs, duly authorized
(see attached delegation of authority)
Dept. of Environmental Protection *signed here with saw*

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss

On this 1st day of May, 2009, before me, the undersigned notary public, personally appeared Gary Moran, proved to me through satisfactory evidence of identification, which were PERSONAL KNOWLEDGE, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose, as Deputy Commissioner of Operations & Programs of the Massachusetts Department of Environmental Protection, an agency of the Commonwealth of Massachusetts.


Notary Public
My commission expires: March 28,
2014
[Seal]

Upon recording, return to:

Department of Environmental Protection
Bureau of Waste Site Cleanup
One Winter Street, 8th Floor
Boston, MA 02108
Attention: Industri-Plex Superfund Site Project Manager

Attachment

BOTH WAYS

DOCUMENT 01499837

Southern Middlesex LAND COURT

REGISTRY DISTRICT

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On: May 06, 2009 at 02:46P

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NOTED ON: CERT 232741 BK 01339 PG 140

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AND IN MY LEGAL CUSTODY.
EUGENE C. BRUNE
ASST. RECORDER
LAND COURT

BY *Eugene C. Brune*

BOTH WAYS



2008 00080058
 Bk: 52725 Pg: 123 Doc: REL
 Page: 1 of 3 05/08/2009 03:57 PM

RELEASE DEED

This instrument is a RELEASE by the undersigned Gary Moran, being the Deputy Commissioner of Operations & Programs of the MASSACHUSETTS DEPARTMENT OF ENVIRONMENTAL PROTECTION ("MassDEP"), a duly constituted agency organized under the laws of the Commonwealth of Massachusetts (the "Commonwealth"), having its principal office at One Winter Street, Boston, Massachusetts 02108, related to certain interests MassDEP may have acquired in that certain parcel of land located in the City of Woburn, Middlesex County, Massachusetts, with the buildings and improvements thereon, known and/or numbered as 112 Commerce Way (hereinafter, said parcel of land being referred to as "112 Commerce Way"), as further described, below.

WHEREAS, THE BOYD CORPORATION, pursuant to the terms of a Consent Decree entered on April 24, 1989 by the United States District Court for the District of Massachusetts in the matter styled *United States v. Stauffer Chemical Company et al.*, Civil Action No. 89-0195-MC and *Commonwealth of Massachusetts v. Stauffer Chemical Company et al.*, Civil Action No. 89-0196-MC, and recorded with the Middlesex South Registry of Deeds in Book 19837, Page 476 (the "Consent Decree"), executed a Notice and Covenants in favor of the United States Environmental Protection Agency ("EPA"), the Commonwealth, by and through the Department of Environmental Quality Engineering (now known as MassDEP), *et al.*, in connection with 112 Commerce Way, which is more particularly bounded and described therein, dated May 4, 1989 and recorded with said Deeds in Book 19838, Page 8, and filed in the Middlesex South Registry District of the Land Court as Document No. 799554; → NOT

WHEREAS, PACER ELECTRONICS, INC., pursuant to said Consent Decree, executed a Notice and Covenants in favor of EPA, the Commonwealth, by and through MassDEP, *et al.*, in connection with 112 Commerce Way, which is more particularly bounded and described therein, dated May 24, 1996 and recorded with said Deeds in Book 26580, Page 336;

239741

Release Deed
April __, 2009
Page 2 of 3

WHEREAS, PACER HEADQUARTERS, INC., pursuant to said Consent Decree, executed a Notice and Covenants in favor of EPA, the Commonwealth, by and through MassDEP, *et al.*, in connection with 112 Commerce Way, which is more particularly bounded and described therein, dated May 24, 1996 and recorded with said Deeds in Book 26580, Page 342;

WHEREAS, 112 Commerce Way LLC, successor-in-title to said Boyd Corporation, said Pacer Electronics, Inc. and said Pacer Headquarters, Inc., has granted to MassDEP a Grant of Environmental Restriction and Easement (the "GERE") in 112 Commerce Way, which is more particularly bounded and described therein, dated March 5, 2009, to be recorded herewith;

WHEREAS, such interest in 112 Commerce Way as MassDEP has acquired pursuant to said GERE renders any interest in 112 Commerce Way that may have been conveyed to MassDEP pursuant to each aforesaid Notice and Covenants unnecessary; and

WHEREAS, MassDEP, pursuant to Section 6 of Chapter 21E, as amended, is authorized to take all action appropriate to release an interest in real property if necessary to carry out the purposes of Chapter 21E;

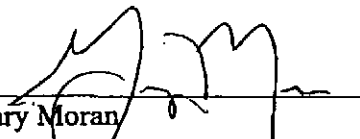
NOW, THEREFORE, the undersigned Gary Moran, being the being the Deputy Commissioner of Operations & Programs of MassDEP, does hereby RELEASE, without covenants, express or implied, any and all right, title and interest MassDEP may have acquired in 112 Commerce Way pursuant to each aforesaid Notice and Covenants;

The aforesaid shall become effective upon its recordation and/or registration with the appropriate Registry of Deeds and/or Land Registration Office.

[End of text. Signature on next page.]

Release Deed
May 1, 2009
Page 3 of 3

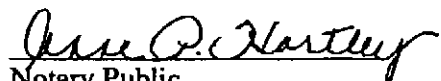
WITNESS the execution hereof under seal this 1 day of May, 2009.


Gary Moran
Deputy Commissioner of Operations &
Programs, duly authorized
(see attached delegation of authority)
Dept. of Environmental Protection *John P. Hartley saw*

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss

On this 1st day of May, 2009, before me, the undersigned notary public, personally appeared Gary Moran, proved to me through satisfactory evidence of identification, which were PERSONAL KNOWLEDGE, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose, as Deputy Commissioner of Operations & Programs of the Massachusetts Department of Environmental Protection, an agency of the Commonwealth of Massachusetts.


Notary Public
My commission expires: March 28, 2014
[Seal]

Upon recording, return to:

Department of Environmental Protection
Bureau of Waste Site Cleanup
One Winter Street, 8th Floor
Boston, MA 02108
Attention: Industri-Plex Superfund Site Project Manager

Attachment

MAY 08 2009

COMMONWEALTH OF MASSACHUSETTS
MIDDLESEX S. _____
SOUTH DIST. REGISTRY OF DEEDS
CAMBRIDGE, MA

I HEREBY CERTIFY THE FOREGOING
IS A TRUE COPY OF A PAPER

RECORDED IN BOOK 52725-

PAGE 123

Eugene C. Burns
REGISTER



BOTH WAYS

Bk: 1339 Pg: 140 Cert#: 239741
Doc: AMEND 06/23/2009 01:21 PM

✓
AMENDED DECLARATIONS OF INTERIM DEED RESTRICTION

THIS AMENDED DECLARATIONS OF INTERIM DEED RESTRICTION (this "Amended Declarations") is entered into as of this 18 day of May 2009 by 112 COMMERCE WAY LLC, a Massachusetts limited liability company with an address of 2310 Washington Street, Newton Lower Falls, Massachusetts 02462 ("Grantor").

WHEREAS, Grantor executed, acknowledged and delivered (a) that certain Declaration of Interim Deed Restriction dated June 28, 2007, recorded in Book 49694, Page 14 at the Middlesex South District Registry of Deeds, and filed as Document No. 1447531 in the Middlesex South Registry District of the Land Court (the "2007 Declaration"), and (b) that certain Declaration of Interim Deed Restriction dated June 30, 2008, recorded in Book 51384, Page 196 at the Middlesex South District Registry of Deeds (the "2008 Declaration", and together with the 2007 Declaration, hereinafter collectively, the "Declarations"); and

WHEREAS, the Declarations grant certain covenants, conditions and restrictions in favor of the UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, a duly constituted agency organized under the laws of the United States (the "US EPA"); and

WHEREAS, the parcels of land subject to this AMENDED DECLARATIONS are located in the City of Woburn, Middlesex County, Massachusetts, and are owned by Grantor, with the buildings and improvements thereon more particularly bounded and described in Exhibit A to each of the Declarations; and

WHEREAS, a Grant of Environmental Restriction and Easement from Grantor to the Massachusetts Department of Environmental Protection, an agency established under the laws of the Commonwealth of Massachusetts, dated March 5, 2009, has been recorded with the Middlesex South District Registry of Deeds in Book 52725, Page 46 and filed with the Middlesex South Registry District of the Land Court as Document No. 1499831 (said Grant of Environmental Restriction and Easement is referred to herein as the "Grant"); and

239741



Bk: 53053 Pg: 203 Doc: AMEND
Page: 1 of 4 08/23/2009 01:47 PM

BOTH WAYS

✓
AMENDED DECLARATIONS OF INTERIM DEED RESTRICTION

THIS AMENDED DECLARATIONS OF INTERIM DEED RESTRICTION (this "Amended Declarations") is entered into as of this 18 day of May 2009 by 112 COMMERCE WAY LLC, a Massachusetts limited liability company with an address of 2310 Washington Street, Newton Lower Falls, Massachusetts 02462 ("Grantor").

WHEREAS, Grantor executed, acknowledged and delivered (a) that certain Declaration of Interim Deed Restriction dated June 28, 2007, recorded in Book 49694, Page 14 at the Middlesex South District Registry of Deeds, and filed as Document No. 1447531 in the Middlesex South Registry District of the Land Court (the "2007 Declaration"), and (b) that certain Declaration of Interim Deed Restriction dated June 30, 2008, recorded in Book 51384, Page 196 at the Middlesex South District Registry of Deeds (the "2008 Declaration", and together with the 2007 Declaration, hereinafter collectively, the "Declarations"); and

WHEREAS, the Declarations grant certain covenants, conditions and restrictions in favor of the UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, a duly constituted agency organized under the laws of the United States (the "US EPA"); and

WHEREAS, the parcels of land subject to this AMENDED DECLARATIONS are located in the City of Woburn, Middlesex County, Massachusetts, and are owned by Grantor, with the buildings and improvements thereon more particularly bounded and described in Exhibit A to each of the Declarations; and

WHEREAS, a Grant of Environmental Restriction and Easement from Grantor to the Massachusetts Department of Environmental Protection, an agency established under the laws of the Commonwealth of Massachusetts, dated March 5, 2009, has been recorded with the Middlesex South District Registry of Deeds in Book 52725, Page 46 and filed with the Middlesex South Registry District of the Land Court as Document No. 1499831 (said Grant of Environmental Restriction and Easement is referred to herein as the "Grant"); and

2 39 74 /

WHEREAS, the Grant establishes certain covenants, conditions and restrictions, and conveys real property rights involving access and enforcement, to facilitate the remediation of environmental contamination, and to protect human health and the environment by reducing the risk of exposure to contaminants; and

WHEREAS, the withdrawal of the covenants, conditions and restrictions in favor of the US EPA under the Declarations and the recording of the covenants, conditions, restrictions, and rights under the Grant is consistent with the public interest and the public purpose of protecting human health and the environment.

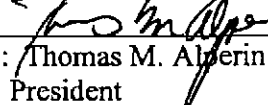
NOW THEREFORE, the Grantor does hereby WITHDRAW said covenants, conditions, and restrictions under the Declarations in favor of the US EPA.

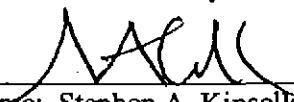
[End of text. Signatures next page.]

WITNESS the execution hereof under seal the 18 day of May 2009.

112 Commerce Way LLC

By: NDNE Real Estate, Inc., its Manager

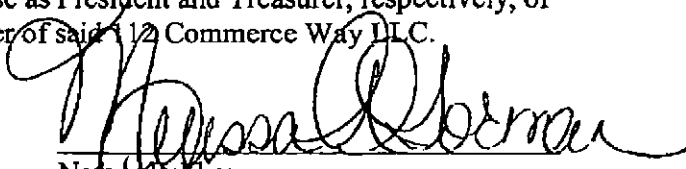
By: 
Name: Thomas M. Alperin
Title: President

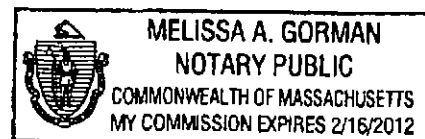
By: 
Name: Stephen A. Kinsella
Title: Treasurer

COMMONWEALTH OF MASSACHUSETTS

Middlesex,ss

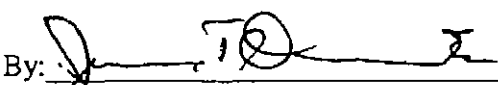
On this ___ day of May 2009, before me, the undersigned notary public, personally appeared Thomas M. Alperin and Stephen A. Kinsella, proved to me through satisfactory evidence of identification, which were personal knowledge, to be the persons whose names are signed on the preceding document, and acknowledged to me that they signed it voluntarily for its stated purpose as President and Treasurer, respectively, of said NDNE Real Estate, Inc., as Manager of said 112 Commerce Way LLC.


Notary Public:
My Commission Expires:



As provided under Appendix VI of each of the Declarations, the United States Environmental Protection Agency hereby approves the withdrawal of the covenants, conditions, and restrictions in favor of the US EPA within the Declarations, and the recording of this Amended Declarations; and releases any and all rights and interest US EPA may have under the Declarations.

UNITED STATES ENVIRONMENTAL
PROTECTION AGENCY

By: 
James T. Owens III
Director, Office of Site Remediation and
Restoration
United States Environmental Protection
Agency, Region 1

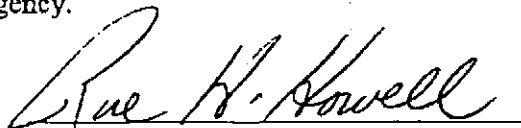
6.23.09
APPROVED FOR REGISTRATION
BY THE COURT.

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

GEN. FILE EXAMINED
in conformity with
signature

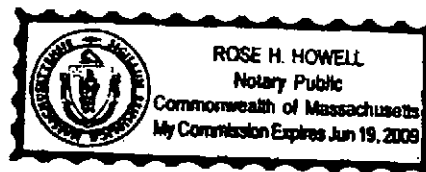
On this 12 day of May 2009, before me, the undersigned notary public, personally appeared James T. Owens III, proved to me through satisfactory evidence of identification, which were personally known, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose as Director, Office of Site Remediation and Restoration of said United States Environmental Protection Agency.



Notary Public:

My Commission Expires: June 19, 2009

MASS A Not. to certify and
notary public
Rose H. Howell



BOTH WAYS



2009 0011/583
 Bk: 53053 Pg: 207 Doc: REL
 Page: 1 of 3 08/23/2009 01:47 PM

RELEASE DEED

This instrument is a RELEASE by the undersigned James T. Owens III, being the Director, Office of Site Remediation and Restoration, on behalf of the UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, REGION 1 ("US EPA"), a duly constituted agency organized under the laws of the United States, having its principal office at One Congress Street, Boston, Massachusetts 02114, related to certain interests US EPA may have acquired in that certain parcel of land located in the City of Woburn, Middlesex County, Massachusetts, with the buildings and improvements thereon, known and/or numbered as 112 Commerce Way (hereinafter, said parcel of land being referred to as "112 Commerce Way"), as further described, below.

WHEREAS, THE BOYD CORPORATION, pursuant to the terms of a Consent Decree entered on April 24, 1989 by the United States District Court for the District of Massachusetts in the matter styled *United States v. Stauffer Chemical Company et al.*, Civil Action No. 89-0195-MC and *Commonwealth of Massachusetts v. Stauffer Chemical Company et al.*, Civil Action No. 89-0196-MC, and recorded with the Middlesex South Registry of Deeds in Book 19837, Page 476 (the "Consent Decree"), executed a Notice and Covenants in favor of the US EPA, the Commonwealth, by and through the Department of Environmental Quality Engineering (now known as the Massachusetts Department of Environmental Protection, and hereinafter referred to as "MassDEP"), *et al.*, in connection with 112 Commerce Way, which is more particularly bounded and described therein, dated May 4, 1989 and recorded with said Deeds in Book 19838, Page 8, and filed in the Middlesex South Registry District of the Land Court as Document No. 799554;

WHEREAS, PACER ELECTRONICS, INC., pursuant to said Consent Decree, executed a Notice and Covenants in favor of US EPA, the Commonwealth, by and through MassDEP, *et al.*, in connection with 112 Commerce Way, which is more particularly bounded and described therein, dated May 24, 1996 and recorded with said Deeds in Book 26580, Page 336;

239.746

112 Commerce Way Woburn MA 01801

See file

WHEREAS, PACER HEADQUARTERS, INC., pursuant to said Consent Decree, executed a Notice and Covenants in favor of US EPA, the Commonwealth, by and through MassDEP, *et al.*, in connection with 112 Commerce Way, which is more particularly bounded and described therein, dated May 24, 1996 and recorded with said Deeds in Book 26580, Page 342;

WHEREAS, 112 Commerce Way, LLC, successor-in-title to said Boyd Corporation, said Pacer Electronics, Inc. and said Pacer Headquarters, Inc., has granted to MassDEP a Grant of Environmental Restriction and Easement (the "GERE") in connection with 112 Commerce Way, which is more particularly bounded and described therein, dated March 5, 2009, which has been recorded with the Middlesex South District Registry of Deeds in Book 52725, Page 46 and filed with the Middlesex South Registry District of the Land Court as Document No. 1499831;

WHEREAS, such interest in 112 Commerce Way as MassDEP has acquired pursuant to said GERE renders any interest in 112 Commerce Way that may have been conveyed to the US EPA pursuant to each aforesaid Notice and Covenants unnecessary;

NOW, THEREFORE, the undersigned James Owens III, being the Director of the Office of Site Remediation and Restoration, United States Environmental Protection Agency, Region 1, does hereby RELEASE, without covenants, express or implied, any and all right, title and interest the US EPA may have acquired in 112 Commerce Way pursuant to each aforesaid Notice and Covenants;

The aforesaid shall become effective upon its recordation and/or registration with the appropriate Registry of Deeds and/or Land Registration Office.

[End of text. Signature on next page.]

WITNESS the execution hereof under seal this 13th day of May 2009.

UNITED STATES ENVIRONMENTAL
PROTECTION AGENCY

By: [Signature]
James T. Owens III
Director, Office of Site Remediation and
Restoration
United States Environmental Protection
Agency, Region 1

6.22.09
APPROVED FOR REGISTRATION
BY THE COURT.

[Signature]
GEN. TITLE EXAMINER
in the capacity of
signatory

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

On this 13 day of May 2009, before me, the undersigned notary public,
personally appeared James T. Owens III, proved to me through satisfactory evidence of
identification, which were personally known, to be the person whose name is
signed on the preceding document, and acknowledged to me that he signed it voluntarily
for its stated purpose as Director, Office of Site Remediation and Restoration of the
United States Environmental Protection Agency.

[Signature]
Notary Public

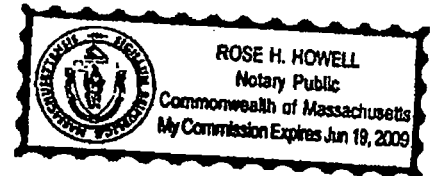
My commission expires: June 19, 2009

[Seal]

Upon recording, return to:

United States Environmental Protection Agency, Region 1
Office of Site Remediation and Restoration
One Congress Street, Suite 1100 MC HBO
Boston, MA 02114

Attention: Industri-Plex Superfund Site Project Manager



BOTH WAYS



Bk: 1339 Pg: 140 Cert#: 239741
Doc: REL 06/23/2009 01:21 PM

RELEASE DEED

This instrument is a RELEASE by the undersigned James T. Owens III, being the Director, Office of Site Remediation and Restoration, on behalf of the UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, REGION 1 ("US EPA"), a duly constituted agency organized under the laws of the United States, having its principal office at One Congress Street, Boston, Massachusetts 02114, related to certain interests US EPA may have acquired in that certain parcel of land located in the City of Woburn, Middlesex County, Massachusetts, with the buildings and improvements thereon, known and/or numbered as 112 Commerce Way (hereinafter, said parcel of land being referred to as "112 Commerce Way"), as further described, below.

WHEREAS, THE BOYD CORPORATION, pursuant to the terms of a Consent Decree entered on April 24, 1989 by the United States District Court for the District of Massachusetts in the matter styled *United States v. Stauffer Chemical Company et al.*, Civil Action No. 89-0195-MC and *Commonwealth of Massachusetts v. Stauffer Chemical Company et al.*, Civil Action No. 89-0196-MC, and recorded with the Middlesex South Registry of Deeds in Book 19837, Page 476 (the "Consent Decree"), executed a Notice and Covenants in favor of the US EPA, the Commonwealth, by and through the Department of Environmental Quality Engineering (now known as the Massachusetts Department of Environmental Protection, and hereinafter referred to as "MassDEP"), *et al.*, in connection with 112 Commerce Way, which is more particularly bounded and described therein, dated May 4, 1989 and recorded with said Deeds in Book 19838, Page 8, and filed in the Middlesex South Registry District of the Land Court as Document No. 799554;

WHEREAS, PACER ELECTRONICS, INC., pursuant to said Consent Decree, executed a Notice and Covenants in favor of US EPA, the Commonwealth, by and through MassDEP, *et al.*, in connection with 112 Commerce Way, which is more particularly bounded and described therein, dated May 24, 1996 and recorded with said Deeds in Book 26580, Page 336;

112 Commerce Way

Set
for
file

2 89-7-1

WHEREAS, PACER HEADQUARTERS, INC., pursuant to said Consent Decree, executed a Notice and Covenants in favor of US EPA, the Commonwealth, by and through MassDEP, *et al.*, in connection with 112 Commerce Way, which is more particularly bounded and described therein, dated May 24, 1996 and recorded with said Deeds in Book 26580, Page 342;

WHEREAS, 112 Commerce Way, LLC, successor-in-title to said Boyd Corporation, said Pacer Electronics, Inc. and said Pacer Headquarters, Inc., has granted to MassDEP a Grant of Environmental Restriction and Easement (the "GERE") in connection with 112 Commerce Way, which is more particularly bounded and described therein, dated March 5, 2009, which has been recorded with the Middlesex South District Registry of Deeds in Book 52725, Page 46 and filed with the Middlesex South Registry District of the Land Court as Document No. 1499831;

WHEREAS, such interest in 112 Commerce Way as MassDEP has acquired pursuant to said GERE renders any interest in 112 Commerce Way that may have been conveyed to the US EPA pursuant to each aforesaid Notice and Covenants unnecessary;

NOW, THEREFORE, the undersigned James Owens III, being the Director of the Office of Site Remediation and Restoration, United States Environmental Protection Agency, Region 1, does hereby RELEASE, without covenants, express or implied, any and all right, title and interest the US EPA may have acquired in 112 Commerce Way pursuant to each aforesaid Notice and Covenants;

The aforesaid shall become effective upon its recordation and/or registration with the appropriate Registry of Deeds and/or Land Registration Office.

[End of text. Signature on next page.]

WITNESS the execution hereof under seal this 11 day of May 2009.

UNITED STATES ENVIRONMENTAL
PROTECTION AGENCY

By: [Signature]

James T. Owens III
Director, Office of Site Remediation and
Restoration
United States Environmental Protection
Agency, Region 1

APPROVED FOR RECORDING
BY THE COURT.

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

On this 3 day of May 2009, before me, the undersigned notary public,
personally appeared James T. Owens III, proved to me through satisfactory evidence of
identification, which were personally known, to be the person whose name is
signed on the preceding document, and acknowledged to me that he signed it voluntarily
for its stated purpose as Director, Office of Site Remediation and Restoration of the
United States Environmental Protection Agency.

[Signature]
Notary Public

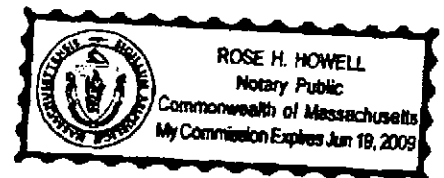
My commission expires: June 19, 2009

[Seal]

Upon recording, return to:

United States Environmental Protection Agency, Region 1
Office of Site Remediation and Restoration
One Congress Street, Suite 1100 MC HBO
Boston, MA 02114

Attention: Industri-Plex Superfund Site Project Manager



THAT THE FOREGOING DOCUMENT IS A FULL, TRUE AND
CORRECT COPY OF THE ORIGINAL ON FILE IN MY OFFICE
AND IN MY LEGAL CUSTODY.

EUGENE C. BRUNE
ASST RECORDER
LAND COURT

BY *Eugene C. Brune*

BOTH WAYS

DOCUMENT 01504969

Southern Middlesex LAND COURT

REGISTRY DISTRICT

RECEIVED FOR REGISTRATION

On: Jun 23, 2009 at 01:21P

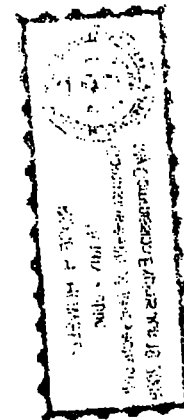
Document Fee: 75.00
Receipt Total: \$234.00

NOTED ON: CERT 239741 BK 01339 PG 140

ALSO NOTED ON:

THE OFFICE OF THE CLERK OF THE
SOUTHERN MIDDLESEX LAND COURT
1700 WASHINGTON STREET
DORSET, MASSACHUSETTS 01923

NAME	TEL.
STREET ADDRESS	
CITY OR TOWN	
ZIP	



*Law Office of
Joel A. Stein*

17 Accord Park Drive
Suite 106
Norwell, MA 02061
Telephone 781-878-5600
Facsimile 781-878-0500

Joel A. Stein
jstein@steintitle.com
Victoria Q. Queeney
vqueeney@steintitle.com
Claudia A. Schmitt

July 14, 2009

Geoff Hargreaves-Heald, Esq.
National Development
2310 Washington Street
Newton, MA 02462

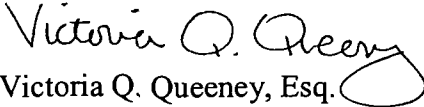
RE: 112 Commerce Way, Woburn, MA
Our File Ref: T81307

Dear Attorney Hargreaves-Heald:

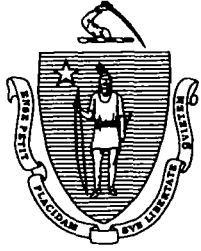
We recorded a Subordination Agreement and related authority documents for the above-referenced parcel at the Middlesex County (Southern District) Registry of Deeds on July 8, 2009 at 12:39 p.m. in Book 53164, Pages 484 through 492. A title rundown was not required. The original recorded papers along with certified copies are enclosed herewith.

Very truly yours,

LAW OFFICE OF JOEL A. STEIN
By:


Victoria Q. Queeney, Esq.
VQQ/slh ls1w

cc: Patricia M. Carlson, Esq. – Lawyers Title Insurance Corporation



The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the
Commonwealth

June 24, 2009



2009 00130315

Bk: 53161 Pg: 484 Doc: CERT
Page: 1 of 1 07/08/2009 12:39 PM

TO WHOM IT MAY CONCERN:

I hereby certify that a certificate of registration of a Foreign Limited Liability Company was filed in this office by

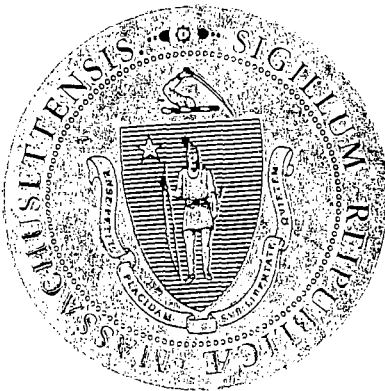
CHIPOTLE MEXICAN GRILLE OF COLORADO, LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **September 19, 2006**.

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation or withdrawal; and that, said Limited Liability Company is in good standing with this office.

I also certify that the names of all managers listed in the most recent filing are: **M. STEVEN ELLS, MONTGOMERY F. MORAN**

I further certify that the name of persons authorized to act with respect to real property instruments listed in the most recent filings are: **NONE**



In testimony of which,
I have hereunto affixed the
Great Seal of the Commonwealth
on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

Processed By:jbm

National Development
2310 Washington Street
Newton Lower Falls, MA 02462

7
11
1

CHIPOTLE MEXICAN GRILL OF COLORADO, LLC
CERTIFICATE OF THE GENERAL COUNSEL

The undersigned, Bryant S. "Corky" Messner, as General Counsel of Chipotle Mexican Grill, Inc., a Delaware corporation ("Chipotle"), and Chipotle Mexican Grill of Colorado, LLC, a Colorado limited liability company and a wholly owned subsidiary of Chipotle ("CMG of Colorado"), hereby certifies that:

1. CMG of Colorado is a duly organized and validly existing limited liability company in good standing under the laws of the State of Colorado as evidenced by the Certificate of Good Standing attached hereto as **Exhibit A**.

2. Pursuant to that certain WAIVER OF NOTICE, CONSENT IN LIEU OF NOTICE, AND SPECIAL RESOLUTIONS OF THE MANAGERS OF CHIPOTLE MEXICAN GRILL OF COLORADO, LLC effective March 1, 2008 (the "Resolutions"), a copy of which is attached hereto as **Exhibit B**, M. Steven Ells and Montgomery F. Moran, as General Managers of CMG of Colorado, appointed Rex Jones as an agent of CMG of Colorado with the title of Chief Development Officer, with power to execute and deliver for and on behalf of CMG of Colorado, contracts, broker contracts, leases, agreements, deeds, and other documents relating to the purchase and lease of real estate to be used in the Chipotle Mexican Grill restaurant business and to perform all such acts and to execute such additional documents as may be necessary or appropriate in connection with such transaction.

3. The Resolutions have been entered in the records of CMG of Colorado, have not been amended, altered or repealed, and remain in full force and effect on the date hereof.

4. Said Rex Jones has held the office of agent of CMG of Colorado with the title of Chief Development Officer at all times since the date of the Resolution through and including the date hereof.

[SIGNATURE PAGE TO FOLLOW]

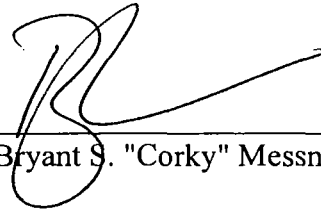


2009 00130316

Bk: 53161 Pg: 485 Doc: CERT
Page: 1 of 7 07/08/2009 12:39 PM

National Development
2310 Washington Street
Newton Lower Falls, MA 02462

IN WITNESS WHEREOF, the undersigned have executed this Certificate of the
General Counsel on May 20, 2009.

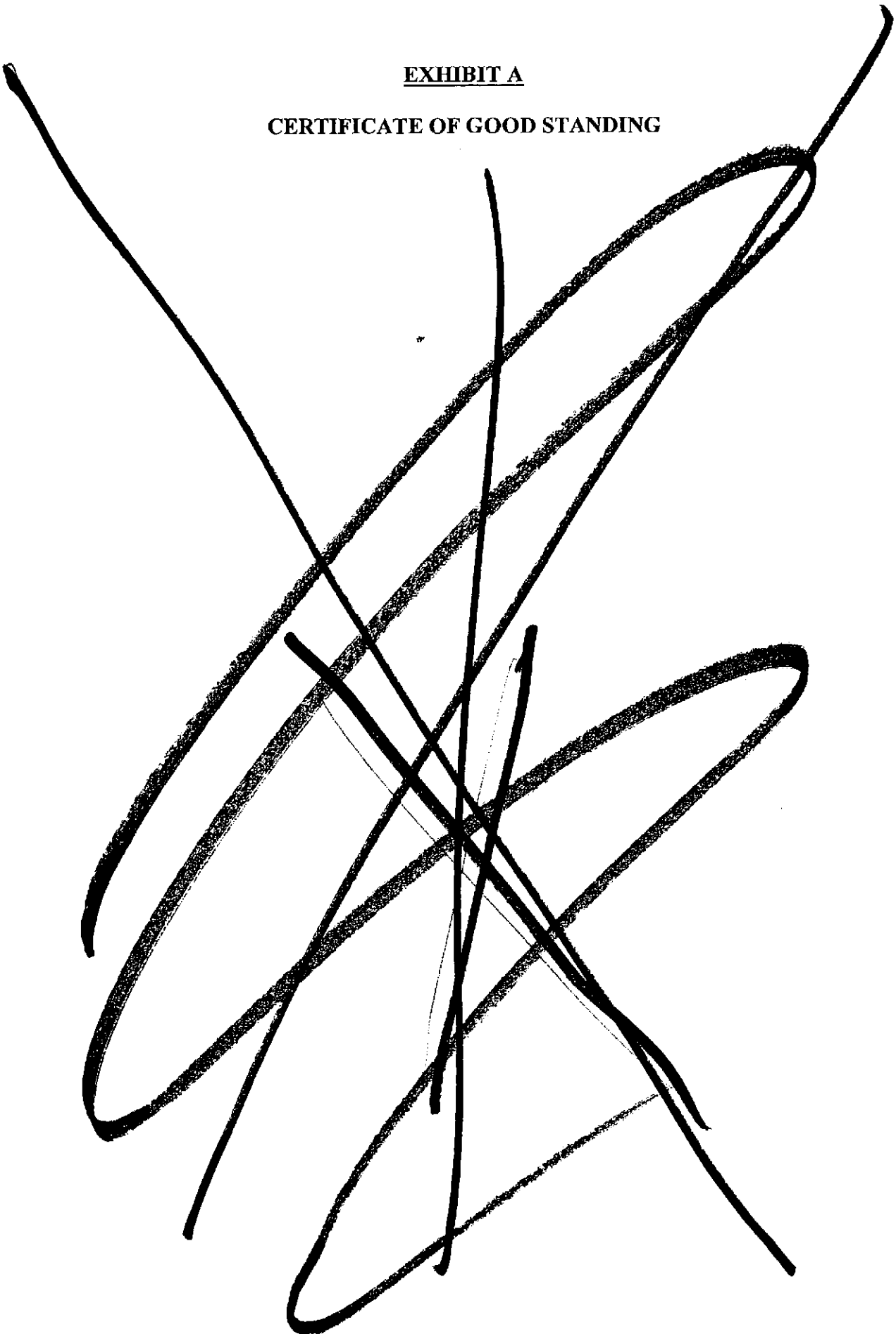


Bryant S. "Corky" Messner, Esq.



EXHIBIT A

CERTIFICATE OF GOOD STANDING



OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE

I, Bernie Buescher, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

CHIPOTLE MEXICAN GRILL OF COLORADO, LLC

is a **Limited Liability Company** formed or registered on 01/05/1999 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19991002003.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 05/12/2009 that have been posted, and by documents delivered to this office electronically through 05/19/2009 @ 16:52:02.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, authenticated, issued, delivered and communicated this official certificate at Denver, Colorado on 05/19/2009 @ 16:52:02 pursuant to and in accordance with applicable law. This certificate is assigned Confirmation Number 7372153.



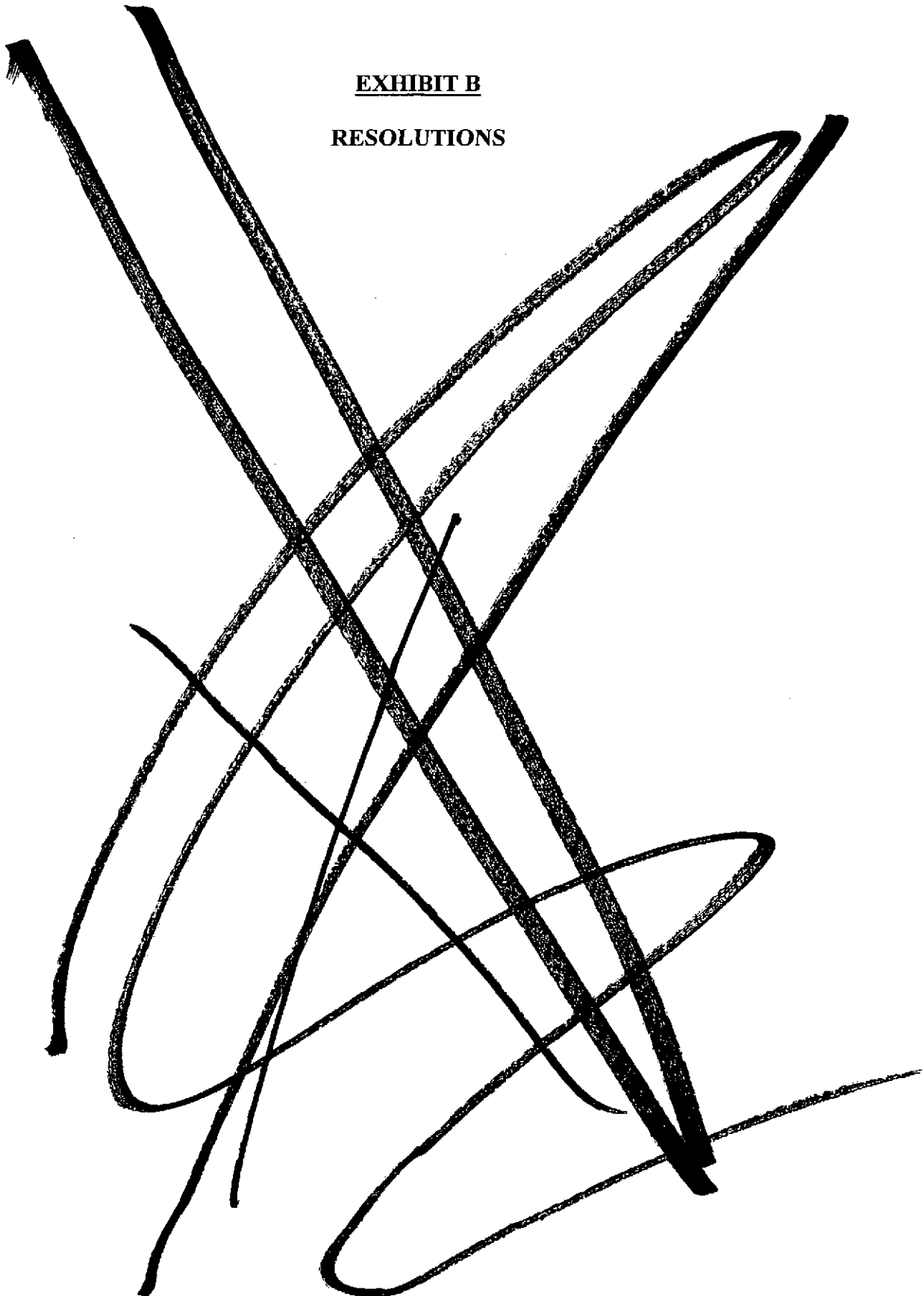
Bernie Buescher

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Certificate Confirmation Page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click Business Center and select "Frequently Asked Questions."

EXHIBIT B
RESOLUTIONS



**WAIVER OF NOTICE, CONSENT IN LIEU OF NOTICE, AND SPECIAL
RESOLUTIONS OF THE MANAGERS OF
CHIPOTLE MEXICAN GRILL OF COLORADO, LLC**

The undersigned, being all of the Managers of **CHIPOTLE MEXICAN GRILL OF COLORADO, LLC**, a Colorado limited liability company (the "Company"), hereby unanimously approve effective March 1, 2008, the following resolutions:

WHEREAS, the Company was formed on January 5, 1999, by the filing of the Articles of Organization of the Company with the Colorado Secretary of State.

WHEREAS, the Member executed an Operating Agreement date June 16, 1999.

WHEREAS, the Managers of the Company enter into leases from time to time for the benefit of the Company and the Company's parent entity, Chipotle Mexican Grill, Inc.

WHEREAS, the Managers desire to appoint Rex Jones, Chief Development Officer for Chipotle Mexican Grill, Inc., as an agent of the Company, for the express purpose of entering into leases from time to time for the benefit of the Company and Chipotle Mexican Grill, Inc.

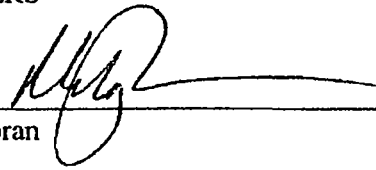
NOW THEREFORE, IT IS HEREBY RESOLVED, that Steve Ells and Montgomery F. Moran, as the Managers of the Company, appoint Rex Jones as an agent of the Company with the title of Chief Development Officer, with power to execute and deliver for and on behalf of the Company, contracts, broker contracts, leases, agreements, deeds, and other documents relating to the purchase and lease of real estate to be used in the Chipotle Mexican Grill restaurant business and to perform all such acts and to execute such additional documents as may be necessary or appropriate in connection with such transaction.

FURTHER RESOLVED, that any and all actions taken or contracts entered into heretofore by Rex Jones, on behalf of the Company, in connection with the purchasing or leasing of real estate, be ratified, approved and confirmed by the Company, and all such contracts adopted as though said individual had at such time full power and authority to act for the Company and in the same manner as if each and every act had been done pursuant to the specific authorization of the Company.

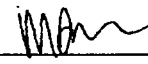
[Signature Pages to Follow]

WITNESS, the execution hereof the day and year first written above.

MANAGERS



Monty Moran



Steve Ellis



2009 00130317

Bk: 53161 Pg: 492 Doc: SUB
Page: 1 of 2 07/08/2009 12:39 PM

SUBORDINATION AGREEMENT

Site Name: Industri-Plex Superfund Site
Site Location: Woburn, MA
EPA Site Identification Number: MAD076580950
DEP Release Tracking Number: 3-0001731

112 Commerce Way, Woburn
Chipotle Mexican Grill of Colorado, LLC, a Colorado limited liability company ("Chipotle"), having a usual place of business at 1401 Wynkoop Street, Suite 500, Denver, Colorado is the holder of a leasehold interest as tenant (the "Leasehold Interest") in the property at 112 Commerce Way, Woburn, Massachusetts pursuant to that certain Ground Lease dated April 28, 2008 by and between 112 Commerce Way LLC, a Massachusetts limited liability company, as Landlord, and Chipotle, as Tenant, as amended by that certain Amendment to Lease Agreement dated October 14, 2008 (as amended, the "Lease"), a Memorandum of Lease dated March 16, 2009 with respect to the Lease being recorded in the Middlesex South District Registry of Deeds in Book 52569, Page 123 (the "Memorandum of Lease").

Chipotle hereby assents to the Grant of Environmental Restriction and Easement granted by 112 Commerce Way LLC to the Massachusetts Department of Environmental Protection dated March 5, 2009 and recorded with the Middlesex South District Registry of Deeds in Book 52725, Page 46, and registered with the Land Registration Office of Middlesex South Registry District as Document No. 1499831 (the "GERE"), and agrees that the Lease, including without limitation the Leasehold Interest, and Memorandum of Lease shall be subject and subordinate to said GERE and to the rights created by and under said GERE insofar as the interests created under the Lease, including without limitation the Leasehold Interest, and Memorandum of Lease affect the Property identified in the GERE and as if for all purposes said GERE had been executed, delivered and recorded both prior to the execution and delivery of the Lease and prior to the execution, delivery and recordation of the Memorandum of Lease.

Chipotle hereby represents and warrants that it is a current and true party to the Lease and the Memorandum of Lease.

[End of text. Signature on next page.]

National Development
2310 Washington Street
Newton Lower Falls, MA 02462

Rec'd only

WITNESS the execution hereof under seal this 12th day of May 2009.

CHIPOTLE MEXICAN GRILL OF
COLORADO, LLC

By: [Signature]
Name: Rex Jones
Title: Chief Development Officer

STATE OF COLORADO

City and County of Denver, ss

On this 12th day of MAY 2009, before me, the undersigned notary public, personally appeared the above-named Rex Jones, as Chief Development Officer of said Chipotle Mexican Grill of Colorado, LLC, proved to me through satisfactory evidence of identification, being (personally known) [driver's license], to be the person whose name is signed above, and acknowledged to me that he signed the foregoing voluntarily for its stated purpose on behalf of Chipotle Mexican Grill of Colorado, LLC.

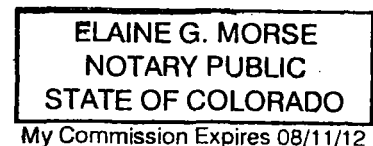
Elaine G. Morse
Notary Public:
My Commission Expires:

[AFFIX NOTARY SEAL]

Upon recording, please return to:

Bureau of Waste Site Cleanup
Department of Environmental Protection
One Winter Street, 8th Floor
Boston, MA 02108

Attention: Industri-Plex Superfund Site Project Manager



*Law Office of
Joel A. Stein*

17 Accord Park Drive
Suite 106
Norwell, MA 02061
Telephone 781-878-5600
Facsimile 781-878-0500

Joel A. Stein
jstein@steintitle.com
Victoria Q. Queeney
vqueeney@steintitle.com
Claudia A. Schmitt

May 11, 2009

Commonwealth of Massachusetts
Acting by and through its Department of Environmental Protection
One Winter Street, 8th Floor
Boston, MA 02108
Attn: Industri-Plex Site Project Manager

RE: Grantor: 112 Commerce Way LLC
Property Description: Parcel One - Lot 31A shown on plan recorded with Middlesex County (Southern District) Registry of Deeds in Book 13080, Page 451. Included within the bounds of said Lot 31A is registered Lot 34 shown on Land Court Plan No. 7312K.
Parcel Two - Parcel B Area = 11,267± S.F. on a plan recorded with said Deeds as Plan No. 532 of 2008.
Industri-Plex Site Lot IC-41

Dear Sir or Madam:

I have examined the records of the Middlesex County (Southern District) Registry of Deeds ("Registry"), the Land Registration Office of the Middlesex County (Southern District) Registry District (the "Land Registration Office") and the relevant records of the Middlesex County (Southern District) Registry of Probate (the "Registry of Probate") with respect to the above-described premises (the "Property") (as further described in Schedule A hereto) from February 4, 1904 at Certificate of Title No. 775, as to the registered portion of locus and from November 20, 1936 at Book 6075, Page 382, as to the recorded portion of locus through the time of filing and recording a Grant of Environmental Restriction and Easement as Document No. 1499831 at 2:46 p.m. on May 6, 2009 as to the registered portion and through Book 52725, Page 46 at 3:57 p.m. on May 6, 2009 as to the recorded portion.

Immediately upon completion of our examination, I have caused to be recorded with said Deeds and filed with said Registry District a Grant of Environmental Restriction and Easement, dated March 5, 2009, (the "Grant") from the Grantor, as defined above, to the Commonwealth of Massachusetts, acting by and through its Department of Environmental Protection. The Grant was filed and recorded on May 6, 2009 as Document No. 1499831 at 2:46 p.m. on May 6, 2009 as to the registered side and in Book 52725, Page 46 at 3:57 p.m. on May 6, 2009 as to the recorded side.

I certify to the Commonwealth of Massachusetts acting by and through its Department of Environmental Protection, that based upon the above-described title examination, 112 Commerce Way LLC (the "Grantor") by virtue of a Deed from Resources For Responsible Site Management, Inc., Trustee of the Industri-Plex Site Interim Custodial Trust, dated June 27, 2008, recorded with said Deeds, Book 51384, Page 182 and by virtue of Certificate of Title No. 239741 and by virtue of a Deed from Pacer Headquarters, Inc., dated June 19, 2007, recorded with said Deeds, Book 49694, Page 4 and filed with said Registry District as Document No. 1447526 held good, clear, record title to the Property, free and clear of all matters of record, except as listed below.

I do not certify as to compliance and/or violations of applicable subdivision controls or planning board regulations; conservation commission and environmental control questions, if any; zoning, bankruptcy and creditors' rights; accuracy of descriptions of surveys; rights of parties in possession; mechanic liens; any matters which would be disclosed by an accurate and new survey and inspection of the Property; whether or not restrictions have been violated; disposition agreements of any Redevelopment Authority; pending federal liens not of record, usurious provisions, variable rates repayment or rewrite provisions of mortgages; Indian tribal land claims; errors or omissions in indexing at the Registry, Land Registration Office and Registry of Probate (including, without limitation, computer errors or omissions); unpaid taxes, municipal assessments or any other matters not of record at the Registry, Land Registration Office, or Registry of Probate or to subsequent owners of the Property. Liability is limited to matters appearing of record during the period of the examination, and only to the parties to whom this Certification is addressed. This Certification does not cover matters not of record arising under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §9601, et seq., as amended ("CERCLA"), Chapter 963 Acts of 1973 (re: abandoned railroad beds) or provisions of Mass. Gen. Laws Ch. 21E (Massachusetts Superfund Statute). No liability is assumed for obtaining releases, discharges or any other instrument noted below.

ENUMBRANCES:

Parcel One

1. Construction Mortgage and Security Agreement from 112 Commerce Way LLC to Commerce Bank & Trust Company, dated as of June 28, 2007, in the original principal amount of \$13,850,000.00, recorded on June 29, 2007, in the Middlesex South Registry of Deeds in Book 49694, Page 100 and filed with the Middlesex South Land Court Registry District as Document No. 1447532; as affected by a First Amendment to Construction Mortgage, Security Agreement and Collateral Assignment of Leases and Rents, dated July 15, 2008, recorded with said Deeds, Book 51445, Page 263 and filed with said Registry District as Document No. 1477799.
2. Collateral Assignment of Leases and Rents from 112 Commerce Way LLC to Commerce Bank & Trust Company, dated as of June 28, 2007, recorded in Book 49694, Page 119, and filed as Document No. 1447533; as affected by a First Amendment to Construction Mortgage, Security Agreement and Collateral Assignment of Leases and Rents, dated July 15, 2008, recorded with said Deeds, Book 51445, Page 263 and filed with said Registry District as Document No. 1477799.
3. Conditions and restrictions relating to the use, repair and maintenance of rail switch and spur track, and rights of the grantor set forth in two grants of perpetual rights and easements, in common with others, to use, maintain and repair one railroad switch and one spur track, one given by Woburn Industrial Associates, Inc. to Charles Rosen and Samuel Rosen, Trustees of Retailers Realty Trust,

dated August 26, 1977, recorded in Book 13284, Page 406, and filed as Document No. 560990, and the other given by William F. D'Annolfo et al, Trustees of Mark-Phillip Trust to Charles Rosen and Samuel Rosen, Trustees of Retailers Realty Trust, dated August 31, 1977, and rerecorded in Book 13284, Page 402.

4. Notice and Covenants, dated May 4, 1989, recorded with said Deeds, Book 19838, Page 8 and filed with said Registry District as Document No. 799554. See also the Consent Decree, recorded with said Deeds, Book 19837, Page 476.

5. Notice and Covenants, recorded with said Deeds, Book 26580, Page 336.

6. Notice and Covenants, recorded with said Deeds, Book 26580, Page 342.

7. Provisions of a Buy Out Agreement, recorded with said Deeds, Book 28525, Page 219.

8. Grant of Easement to the City of Woburn, dated September 25, 2000, recorded with said Deeds, Book 31864, Page 151.

9. Landowner's Decision and Notice of Special Permit, dated November 22, 2007, recorded with said Deeds, Book 51263, Page 284, and filed with said Registry District as Document No. 1474345.

10. Landowner's Decision and Notice of Special Permit, dated November 22, 2007, recorded with said Deeds, Book 51263, Page 290, and filed with said Registry District as Document No. 1474346.

11. Landowner's Decision and Notice of Special Permit, dated May 29, 2008, recorded with said Deeds, Book 51263, Page 295, and filed with said Registry District as Document No. 1474347.

12. Landowner's Decision and Notice of Special Permit, dated May 29, 2008, recorded with said Deeds, Book 51263, Page 301, and filed with said Registry District as Document No. 1474348.

13. Agreement/Covenant, recorded with said Deeds, Book 51384, Page 282, and filed with said Registry District as Document No. 1477335.

14. Memorandum of Lease by and between 112 Commerce Way LLC as landlord and Petsmart Inc. as tenant, dated May 1, 2008, recorded with said Deeds Book 51755 Page 504 and filed with said Registry District as Document No. 1483875, as affected by Subordination, Non-Disturbance, and Attornment Agreement with Commerce Bank and Trust Company, dated July 31, 2008, recorded with said Deeds Book 51755 Page 513 and filed with said Registry District as Document No. 1483876.

15. Partial Waiver and Subordination of Lien by Cranshaw Construction of New England L.P., dated September 23, 2008, recorded with said Deeds Book 51755 Page 523 and filed with said Registry District as Document No. 1483877 (affects Notice of Contract, recorded at Book 51642 Page 466 and filed as Document No. 1481161).

16. Notice of Lease by and between 112 Commerce Way LLC, as Landlord, and Bob's Discount Furniture LLC, dated April 10, 2008, recorded with said Deeds, Book 51485, Page 165 and filed with

said Registry District as Document No. 1478550; as affected by Subordination, Non-Disturbance, and Attornment Agreement by and between Bob's Discount Furniture LLC as tenant, and Commerce Bank and Trust Company as lender, dated July 31, 2008, recorded with said Deeds, Book 51758, Page 587 and filed with said Registry District as Document No. 1483942.

17. Lien Bond by Maverick Construction Management Services, Inc., dated November 13, 2008, filed with said Registry District on December 19, 2008 as Document No. 1488693 and recorded with said Deeds on December 22, 2008 at Book 51996 Page 145.

18. Lien Bond by Novelle Iron Works, Inc., dated September 26, 2008, filed with said Registry District on December 19, 2008 as Document No. 1488694 and recorded with said Deeds on December 22, 2008 at Book 51996 Page 174.

19. Lien Bond by Sensible Systems Inc., dated October 16, 2008, filed with said Registry District as Document No. 1488721 (registered side only).

20. Lien Bond by Madajo Glass Inc., dated October 24, 2008, filed with said Registry District as Document No. 1488722 (registered side only).

21. Lien Bond by Electrical Dynamics, Inc., recorded with said Deeds, Book 52225, Page 206 and filed with said Registry district as Document No. 1492138.

22. Declaration of Interim Deed Restrictions, dated June 28, 2007, recorded with said Deeds, Book 49694, Page 14 and filed with said Registry District as Document No. 1447531.

23. Memorandum of Lease by and between 112 Commerce Way, as Landlord, and Chipotle Mexican Grill of Colorado, LLC, as Tenant, dated March 16, 2009, recorded with said Deeds, Book 52569, Page 123; as affected by Subordination, Non-Disturbance and Attornment Agreement, dated July 31, 2008, recorded with said Deeds, Book 52569, Page 133.

24. Lien Bond by Wallworks, LLC, dated October 9, 2008, recorded with said Deeds, Book 52676, Page 519.

25. NOTE: No rights are granted pursuant to the documents listed in Items 3, 7, 9, 10, 11, 12, 13, 14 (as to the Subordination, Non-Disturbance and Attornment Agreement referenced therein only), 16 (as to the Subordination, Non-Disturbance and Attornment Agreement referenced therein only), 17, 18, 19, 20, 21, 23 (as to the Subordination, Non-Disturbance and Attornment Agreement referenced therein only), and 24 that conflict with the rights to be granted under that certain Grant of Environmental Restriction and Easement from 112 Commerce Way LLC in the form attached thereto as Exhibit A (the "GERE").

Parcel Two

1. Construction Mortgage and Security Agreement from 112 Commerce Way LLC to Commerce Bank & Trust Company, dated as of June 28, 2007, in the original principal amount of \$13,850,000.00, recorded on June 29, 2007, in the Middlesex South Registry of Deeds in Book 49694, Page 100 and filed with the Middlesex South Land Court Registry District as Document No. 1447532; as affected by a First Amendment to Construction Mortgage, Security Agreement and

Collateral Assignment of Leases and Rents, dated July 15, 2008, recorded with said Deeds, Book 51445, Page 263 and filed with said Registry District as Document No. 1477799.

2. Collateral Assignment of Leases and Rents from 112 Commerce Way LLC to Commerce Bank & Trust Company, dated as of June 28, 2007, recorded in Book 49694, Page 119, and filed as Document No. 1447533; as affected by a First Amendment to Construction Mortgage, Security Agreement and Collateral Assignment of Leases and Rents, dated July 15, 2008, recorded with said Deeds, Book 51445, Page 263 and filed with said Registry District as Document No. 1477799.

3. Taking by the Town of Reading, dated September 27, 1976, recorded with said Deeds, Book 13078, Page 191.

4. Provisions of Buyout Agreement Among Settlers Under the Consent Decree recorded with said Deeds, Book 28525, Page 219, to the extent in force and applicable. NOTE: Said Agreement does not grant third parties the right to enter the premises pursuant to the exercise of any rights under said Agreement.

5. Landowner's Decision and Notice of Special Permit, dated May 29, 2008, recorded with said Deeds, Book 51263, Page 295, and filed with said Registry District as Document No. 1474347.

6. Landowner's Decision and Notice of Special Permit, dated May 29, 2008, recorded with said Deeds, Book 51263, Page 301, and filed with said Registry District as Document No. 1474348.

7. Memorandum of Lease by and between 112 Commerce Way LLC as landlord and Petsmart Inc. as tenant, dated May 1, 2008, recorded with said Deeds Book 51755 Page 504 and filed with said Registry District as Document No. 1483875, as affected by Subordination, Non-Disturbance, and Attornment Agreement with Commerce Bank and Trust Company, dated July 31, 2008, recorded with said Deeds Book 51755 Page 513 and filed with said Registry District as Document No. 1483876.

8. Partial Waiver and Subordination of Lien by Cranshaw Construction of New England L.P., dated September 23, 2008, recorded with said Deeds Book 51755 Page 523 and filed with said Registry District as Document No. 1483877 (affects Notice of Contract, recorded at Book 51642 Page 466 and filed as Document No. 1481161).

9. Lien Bond by Maverick Construction Management Services, Inc., dated November 13, 2008, filed with said Registry District on December 19, 2008 as Document No. 1488693 and recorded with said Deeds on December 22, 2008 at Book 51996 Page 145.

10. Lien Bond by Novelle Iron Works, Inc., dated September 26, 2008, filed with said Registry District on December 19, 2008 as Document No. 1488694 and recorded with said Deeds on December 22, 2008 at Book 51996 Page 174.

11. Lien Bond by Sensible Systems Inc., dated October 16, 2008, filed with said Registry District as Document No. 1488721 (registered side only).

12. Agreement of Release, Covenant Not to Sue and Indemnity, dated June 27, 2008, recorded with said Deeds, Book 51384, Page 289.

13. Lien Bond by Electrical Dynamics, Inc., recorded with said Deeds, Book 52225, Page 206 and filed with said Registry district as Document No. 1492138.
14. Reservations set forth in a deed of an abutting parcel to 112 Commerce Way LLC, dated June 27, 2008, recorded with said Deeds, Book 51384, Page 182.
15. Declaration of Restriction set forth in instrument recorded with said Deeds, Book 51384, Page 196.
16. Agreement/Covenant, recorded with said Deeds, Book 51384, Page 282, and filed with said Registry District as Document No. 1477335.
17. Lien Bond by Wallworks, LLC, dated October 9, 2008, recorded with said Deeds, Book 52676, Page 519.
18. NOTE: No rights are granted pursuant to the documents listed in Items 4, 5, 6, 7 (as to the Subordination, Non-Disturbance and Attornment Agreement referenced therein only), 9, 10, 11, 12, 13, 14, 16, and 17 that conflict with the rights to be granted under the GERE.

This Certification relies upon the plans identified and further described in the Schedule A attached hereto for the accuracy of the description of the premises subject to this Certification.

This certification is solely for your benefit in connection with the recordation/registration of the Grant against the Property. This Certification may not be furnished to any other person or entity or relied upon, in whole or in part, by you for any other matter, nor by any other person or entity in any manner without prior written consent of the undersigned.

Attachments:

Schedule A – Legal description of the Property
Exhibit A – GERE

Very truly yours,

LAW OFFICE OF JOEL A. STEIN

By:



Joel A. Stein, Esq.
JAS/slh (slh)

SCHEDULE A

Parcel One

Lot 31A shown on a plan entitled "Plan of Land in Woburn, Mass." dated July 28, 1976 and revised through August 5, 1976 by Dana F. Perkins & Sons, Inc., Civil Engineers & Surveyors, recorded with said Deeds, Book 13080, Page 451.

Included within the boundary of said Lot 31A is registered Lot 34 shown on Land Court Plan No. 7312K, dated July 16, 1976 and August 6, 1976, a copy of which is filed with said Registry District with Certificate of Title No. 150320.

Together with an Easement (in common with others heretofore entitled and with others to whom like rights may be granted from time to time) for all purposes for which public or private ways may now or hereafter commonly be used in the City of Woburn over so much of Commerce Way as lies between said Lot 31A and Mishawum Road as shown on a plan dated August 23, 1971, and recorded in Book 12149, Page 504, and a plan dated July 24, 1972, and recorded in Book 12292, Page 415.

A portion of said Commerce Way is Registered Land and is shown as Lot 3 on a plan entitled "Plan of Land in Woburn, Mass." dated February 14, 1972 by Dana F. Perkins and Sons, Inc., and filed as Plan 15047C with Certificate of Title No. 128717 in Registration Book 773, Page 167 and is a part of the land covered by Certificate of Title No. 128717 in Registration Book 773, Page 167.

Together with a perpetual right and easement, in common with others, to maintain, use and repair one railroad switch and one spur track in the area shown on "Proposed Rail Easement, Area 24,991 square feet (Variable Width)" on a plan in Book 13284, Page 402 as set forth in two grants, one from William F. D'Annolfo et al, Trustees of Mark-Phillip Trust, to Charles Rosen and Samuel Rosen, Trustees of Retailers Realty Trust, dated August 31, 1977 and recorded with said Deeds in Book 13284, Page 402, and the other from Woburn Industrial Associates, Inc. to Charles Rosen and Samuel Rosen, Trustees of Retailers Realty Trust, dated August 26, 1977, recorded in Book 13284, Page 406 and registered as Document No. 560990.

Parcel Two

Parcel B Area = 11,267± S.F. on a plan entitled "Project: 112 Commerce Way, 30 Atlantic Avenue, Woburn, MA" and "Drawing Title: Approval Not Required" dated May 23, 2008 by Allen & Major Associates, Inc., recorded with Middlesex County (Southern District) Registry of Deeds as Plan No. 532 of 2008.



**NATIONAL
DEVELOPMENT**

T: 617.527.9800 F: 617.965.7361 www.natdev.com

2310
Washington
Street
Newton
Lower Falls
MA 02462

*Missy Gorman
Legal Specialist
Direct Dial Number: (617) 559-5188
Fax Number: (617) 965-7361
E-Mail: mgorman@natdev.com
Web: www.natdev.com*

May 12, 2009

VIA UPS DELIVERY

PETSMART, Inc.
19601 N. 27th Avenue
Phoenix, AZ 85027
Attn: Associate General Counsel, Real Estate


Re: Shopping Center Lease Agreement dated May 1, 2008 (the "Lease") by and between 112 Commerce Way LLC, as Landlord and PETSMART, Inc., as Tenant for premises located at 112 Commerce Way, Woburn, Massachusetts (the "Property")

Dear Sir/Madam:

Enclosed for your records, please find a copy of the Grant of Environmental Restriction and Easement ("GERE") which affects the Property. The GERE has been recorded in the Middlesex South District Registry of Deeds ("Registry") in Book 52725, Page 46 and filed with the Middlesex South Registry District of the Land Court ("Land Court") as Document No. 1499831 (copies of each front page with recording and filing information have been provided for your records). Pursuant to Section 1.2 of the Lease, the Lease is subject and subordinate to the recorded/filed GERE.

Should you have any questions concerning the enclosed, please do not hesitate to call me at (617) 559-5188. Thank you.

Sincerely,



Missy Gorman
Legal Specialist

Enclosure

cc: PETSMART, Inc.
19601 N. 27th Avenue
Phoenix, AZ 85027
Director of Property Management

PETSMART, Inc.
19601 N. 27th Avenue
Phoenix, AZ 85027
Attn: Vice President, Construction

National Development
SHIPMENT RECEIPT
05/12/09 02:53 PM

UPS Account No.: A6432R
Sorted By: Order of Shipment

Address	Shipment Detail	Options	Reference Rate Charges
Ship To: Assoc. General Counsel, Real Estate Petsmart, Inc. 19601 N. 27th Avenue PHOENIX AZ 85027 Ship From: Missy Gorman NATIONAL DEVELOPMENT 2310 WASHINGTON STREET NEWTON MA 02462-1449	Service Type: UPS 2ND DAY AIR Total Packages: 1 Hundredweight: No Billable Wt.: LTR Billing Option: Prepaid Package Ref No.1: 112 Commerce Way Woburn	Shipment Service Charge:	\$ 14.66
	Tracking No.: 1ZA6432R0251735356 Package Type: UPS Letter Trx Ref No.: 112 Commerce Way Woburn	Shipper Amt: UPS Total Charge*:	\$ 14.66 \$ 14.66

Summary Totals:

Shipment Option	Shpts	Pkgs	Ref Charges	Billing Option	Shpts	Pkgs	Ref Charges
				Prepaid	1	1	\$ 14.66
Package Option		Pkgs	Ref Charges	TOTAL CHARGES*			\$ 14.66

1 Shipment(s)

1 Package(s)

* Fuel Surcharge Included

National Development
SHIPMENT RECEIPT
05/12/09 02:54 PM

UPS Account No.: A6432R
Sorted By: Order of Shipment

Address	Shipment Detail	Options	Reference Rate Charges
Ship To: Attn: Director of Property Mgmt Petsmart, Inc. 19601 N. 27th Avenue PHOENIX AZ 85027	Service Type: UPS 2ND DAY AIR Total Packages: 1 Hundredweight: No Billable Wt.: LTR Billing Option: Prepaid Package Ref No.1: 112 Commerce Way Woburn	Shipment Service Charge:	\$ 14.66
Ship From: Missy Gorman NATIONAL DEVELOPMENT 2310 WASHINGTON STREET NEWTON MA 02462-1449			
	Tracking No.: 1ZA6432R0250540166 Package Type: UPS Letter Trx Ref No.: 112 Commerce Way Woburn	Shipper Amt: UPS Total Charge*:	\$ 14.66 \$ 14.66

Summary Totals:

Shipment Option	Shpts	Pkgs	Ref Charges	Billing Option	Shpts	Pkgs	Ref Charges
Package Option		Pkgs	Ref Charges	Prepaid	1	1	\$ 14.66
				TOTAL CHARGES*			\$ 14.66

1 Shipment(s)

1 Package(s)

* Fuel Surcharge Included

National Development
SHIPMENT RECEIPT
05/12/09 02:54 PM

UPS Account No.: A6432R
Sorted By: Order of Shipment

/Address	Shipment Detail	Options	Reference Rate Charges
Ship To: Attn: Vice President, Construction Petsmart, Inc. 19601 N. 27th Avenue PHOENIX AZ 85027	Service Type: UPS 2ND DAY AIR Total Packages: 1 Hundredweight: No Billable Wt.: LTR Billing Option: Prepaid Package Ref No.1: 112 Commerce Way Woburn	Shipment Service Charge:	\$ 14.66
Ship From: Missy Gorman NATIONAL DEVELOPMENT 2310 WASHINGTON STREET NEWTON MA 02462-1449			
	Tracking No.: 1ZA6432R0250339170 Package Type: UPS Letter Trx Ref No.: 112 Commerce Way Woburn	Shipper Amt: UPS Total Charge*:	\$ 14.66 \$ 14.66

Summary Totals:

Shipment Option	Shpts	Pkgs	Ref Charges	Billing Option	Shpts	Pkgs	Ref Charges
Package Option		Pkgs	Ref Charges	Prepaid	1	1	\$ 14.66
				TOTAL CHARGES*			\$ 14.66

1 Shipment(s)

1 Package(s)

* Fuel Surcharge Included

[Close Window](#)

Tracking Summary

Tracking Numbers

Tracking Number: 1Z A64 32R 02 5173 535 6
Type: Package
Status: **Delivered**
Delivered On: 05/14/2009
9:36 A.M.
Delivered To: PHOENIX, AZ, US
Signed By: KELTON
Service: 2ND DAY AIR

Tracking Number: 1Z A64 32R 02 5054 016 6
Type: Package
Status: **Delivered**
Delivered On: 05/14/2009
9:36 A.M.
Delivered To: PHOENIX, AZ, US
Signed By: KELTON
Service: 2ND DAY AIR

Tracking Number: 1Z A64 32R 02 5033 917 0
Type: Package
Status: **Delivered**
Delivered On: 05/14/2009
9:36 A.M.
Delivered To: PHOENIX, AZ, US
Signed By: KELTON
Service: 2ND DAY AIR

Tracking results provided by UPS: 05/14/2009 2:32 P.M. ET

NOTICE: UPS authorizes you to use UPS tracking systems solely to track shipments tendered by or for you to UPS for delivery and for no other purpose. Any other use of UPS tracking systems and information is strictly prohibited.

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**NATIONAL
DEVELOPMENT**

T: 617.527.9800 F: 617.965.7361 www.natdev.com

2310
Washington
Street
Newton
Lower Falls
MA 02462

*Missy Gorman
Legal Specialist
Direct Dial Number: (617) 559-5188
Fax Number: (617) 965-7361
E-Mail: mgorman@natdev.com
Web: www.natdev.com*

May 12, 2009

VIA UPS DELIVERY

Chipotle Mexican Grill of Colorado, LLC
1543 Wazee Street, Suite 200
Denver, Colorado 80202
Attn: Real Estate Legal Department

Re: Lease dated April 28, 2008 by and between 112 Commerce Way LLC, as Landlord and Chipotle Mexican Grill of Colorado, LLC, as Tenant for premises located at 112 Commerce Way, Woburn, Massachusetts (the "Property") as amended by Amendment to lease dated October 14, 2008 (together the "Lease")

Dear Sir/Madam:

Enclosed for your records, please find a copy of the Grant of Environmental Restriction and Easement ("GERE") which affects the Property. The GERE has been recorded in the Middlesex South District Registry of Deeds ("Registry") in Book 52725, Page 46 and filed with the Middlesex South Registry District of the Land Court ("Land Court") as Document No. 1499831 (copies of each front page with recording and filing information have been provided for your records). Pursuant to Section 1.4 of the Lease, the Lease is subject and subordinate to the recorded/filed GERE.

Should you have any questions concerning the enclosed, please do not hesitate to call me at (617) 559-5188. Thank you.

Sincerely,


Missy Gorman
Legal Specialist

Enclosure

cc: Messner & Reeves, LLC
1430 Wynkoop Street, Suite 400
Denver, Colorado 80202
Attn: David A. Reeves, Esquire

National Development
SHIPMENT RECEIPT
05/12/09 02:53 PM

UPS Account No.: A6432R
Sorted By: Order of Shipment

Address	Shipment Detail	Options	Reference Rate Charges
Ship To: Real Estate Legal Department Chipotle Mexican Grill of Colorado, 1543 Wazee Street, Suite 200 DENVER CO 80202	Service Type: UPS 2ND DAY AIR Total Packages: 1 Hundredweight: No Billable Wt.: LTR Billing Option: Prepaid Package Ref No.1: 112 Commerce Way Woburn	Shipment Service Charge:	\$ 14.15
Ship From: Missy Gorman NATIONAL DEVELOPMENT 2310 WASHINGTON STREET NEWTON MA 02462-1449			
	Tracking No.: 1ZA6432R0249160749 Package Type: UPS Letter Trx Ref No.: 112 Commerce Way Woburn	Shipper Amt: UPS Total Charge*:	\$ 14.15 \$ 14.15

Summary Totals:

Shipment Option	Shpts	Pkgs	Ref Charges	Billing Option	Shpts	Pkgs	Ref Charges
				Prepaid	1	1	\$ 14.15
Package Option				TOTAL CHARGES*			\$ 14.15
				1 Shipment(s)			
				1 Package(s)			

* Fuel Surcharge Included

**National Development
SHIPMENT RECEIPT
05/12/09 02:52 PM**

UPS Account No.: A6432R
Sorted By: Order of Shipment

Address	Shipment Detail	Options	Reference Rate Charges
Ship To: David a. Reeves, Esq. Messner & Reeves, LLC 1430 Wynkoop Street, Suite 400 DENVER CO 80202	Service Type: UPS 2ND DAY AIR Total Packages: 1 Hundredweight: No Billable Wt.: LTR Billing Option: Prepaid Package Ref No.1: 112 Commerce Way Woburn	Shipment Service Charge:	\$ 14.15
Ship From: Missy Gorman NATIONAL DEVELOPMENT 2310 WASHINGTON STREET NEWTON MA 02462-1449			
	Tracking No.: 1ZA6432R0249932334 Package Type: UPS Letter Trx Ref No.: 112 Commerce Way Woburn	Shipper Amt: UPS Total Charge*:	\$ 14.15 \$ 14.15

Summary Totals:

Shipment Option	Shpts	Pkgs	Ref Charges	Billing Option	Shpts	Pkgs	Ref Charges
Package Option				Prepaid	1	1	\$ 14.15
				TOTAL CHARGES*			\$ 14.15
				1 Shipment(s)			
				1 Package(s)			

* Fuel Surcharge Included

[Close Window](#)

Tracking Summary

Tracking Numbers

Tracking Number: 1Z A64 32R 02 4916 074 9
Type: Package
Status: **In Transit**
Sched. Delivery: 05/14/2009
Shipped To: DENVER, CO, US
Service: 2ND DAY AIR

Tracking Number: 1Z A64 32R 02 4993 233 4
Type: Package
Status: **Exception - On Time**
Sched. Delivery: 05/14/2009
Shipped To: DENVER, CO, US
Service: 2ND DAY AIR

Your package is on time with a scheduled delivery date of 05/14/2009.

Tracking results provided by UPS: 05/14/2009 2:34 P.M. ET

NOTICE: UPS authorizes you to use UPS tracking systems solely to track shipments tendered by or for you to UPS for delivery and for no other purpose. Any other use of UPS tracking systems and information is strictly prohibited.

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**NATIONAL
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2310
Washington
Street
Newton
Lower Falls
MA 02462

*Missy Gorman
Legal Specialist
Direct Dial Number: (617) 559-5188
Fax Number: (617) 965-7361
E-Mail: mgorman@natdev.com
Web: www.natdev.com*

May 12, 2009

VIA UPS DELIVERY

Bob's Discount Furniture, LLC
428 Tolland Turnpike
Manchester, CT 06042
Attn: Edmond J. English, CEO

Re: Lease dated April 10, 2008 (the "Lease") by and between 112 Commerce Way LLC, as Landlord and Bob's Discount Furniture, LLC, as Tenant for premises located at 112 Commerce Way, Woburn, Massachusetts (the "Property")

Dear Sir/Madam:

Enclosed for your records, please find a copy of the Grant of Environmental Restriction and Easement ("GERE") which affects the Property. The GERE has been recorded in the Middlesex South District Registry of Deeds ("Registry") in Book 52725, Page 46 and filed with the Middlesex South Registry District of the Land Court ("Land Court") as Document No. 1499831 (copies of each front page with recording and filing information have been provided for your records). Pursuant to Section 2.3 of the Lease, the Lease is subject and subordinate to the recorded/filed GERE.

Should you have any questions concerning the enclosed, please do not hesitate to call me at (617) 559-5188. Thank you.

Sincerely,


Missy Gorman
Legal Specialist

Enclosure

cc: Bob's Discount Furniture, LLC
428 Tolland Turnpike
Manchester, CT 06042
Attn: Tom Gillespie

P. Michael Margolis, Esq.
c/o Butler, Norris & Gold
254 Prospect Avenue
Hartford, CT 06106

National Development
SHIPMENT RECEIPT
05/12/09 02:55 PM

UPS Account No.: A6432R
Sorted By: Order of Shipment

Address	Shipment Detail	Options	Reference Rate Charges
Ship To: Edmond J. English, CEO Bob's Discount Furniture, LLC 428 Tolland Turnpike MANCHESTER CT 06042 Ship From: Missy Gorman NATIONAL DEVELOPMENT 2310 WASHINGTON STREET NEWTON MA 02462-1449	Service Type: UPS 2ND DAY AIR Total Packages: 1 Hundredweight: No Billable Wt.: LTR Billing Option: Prepaid Package Ref No.1: 112 Commerce Way Woburn	Shipment Service Charge:	\$ 10.12
	Tracking No.: 1ZA6432R0250376380 Package Type: UPS Letter Trx Ref No.: 112 Commerce Way Woburn	Shipper Amt: UPS Total Charge*:	\$ 10.12 \$ 10.12

Summary Totals:

Shipment Option	Shpts	Pkgs	Ref Charges	Billing Option	Shpts	Pkgs	Ref Charges
Package Option				Prepaid	1	1	\$ 10.12
				TOTAL CHARGES*			\$ 10.12
				1 Shipment(s)			
				1 Package(s)			

* Fuel Surcharge Included

National Development
SHIPMENT RECEIPT
05/12/09 02:55 PM

UPS Account No.: A6432R
Sorted By: Order of Shipment

Address	Shipment Detail	Options	Reference Rate Charges
Ship To: Attn: Tom Gillespie Bob's Discount Furniture, LLC 428 Tolland Turnpike MANCHESTER CT 06042	Service Type: UPS 2ND DAY AIR Total Packages: 1 Hundredweight: No Billable Wt.: LTR Billing Option: Prepaid Package Ref No.1: 112 Commerce Way Woburn	Shipment Service Charge:	\$ 10.12
Ship From: Missy Goman NATIONAL DEVELOPMENT 2310 WASHINGTON STREET NEWTON MA 02462-1449			
	Tracking No.: 1ZA6432R0250975796		
	Package Type: UPS Letter	Shipper Amt:	\$ 10.12
	Trx Ref No.: 112 Commerce Way Woburn	UPS Total Charge*:	\$ 10.12

Summary Totals:

Shipment Option	Shpts	Pkgs	Ref Charges	Billing Option	Shpts	Pkgs	Ref Charges
Package Option				Prepaid	1	1	\$ 10.12
				TOTAL CHARGES*			\$ 10.12
				1 Shipment(s)			
				1 Package(s)			

* Fuel Surcharge Included

National Development
SHIPMENT RECEIPT
05/12/09 02:56 PM

UPS Account No.: A6432R
Sorted By: Order of Shipment

Address	Shipment Detail	Options	Reference Rate Charges
Ship To: P. Michael Margolis, Esq. Butler, Norris & Gold 254 Prospect Avenue HARTFORD CT 06106	Service Type: UPS 2ND DAY AIR Total Packages: 1 Hundredweight: No Billable Wt.: LTR Billing Option: Prepaid Package Ref No.1: 112 Commerce Way Woburn	Shipment Service Charge:	\$ 10.12
Ship From: Missy Gorman NATIONAL DEVELOPMENT 2310 WASHINGTON STREET NEWTON MA 02462-1449			
	Tracking No.: 1ZA6432R0251141407 Package Type: UPS Letter Trx Ref No.: 112 Commerce Way Woburn	Shipper Amt: UPS Total Charge*:	\$ 10.12 \$ 10.12

Summary Totals:

Shipment Option	Shpts	Pkgs	Ref Charges	Billing Option	Shpts	Pkgs	Ref Charges
Package Option				Prepaid	1	1	\$ 10.12
				TOTAL CHARGES*			\$ 10.12
				1 Shipment(s)			
				1 Package(s)			

* Fuel Surcharge Included

[Close Window](#)

Tracking Summary

Tracking Numbers

Tracking Number: 1Z A64 32R 02 5037 638 0
Type: Package
Status: **Delivered**
Delivered On: 05/13/2009
12:05 P.M.
Delivered To: MANCHESTER, CT, US
Signed By: RUIZ
Service: 2ND DAY AIR

Tracking Number: 1Z A64 32R 02 5097 579 6
Type: Package
Status: **Delivered**
Delivered On: 05/13/2009
12:05 P.M.
Delivered To: MANCHESTER, CT, US
Signed By: RUIZ
Service: 2ND DAY AIR

Tracking Number: 1Z A64 32R 02 5114 140 7
Type: Package
Status: **Delivered**
Delivered On: 05/13/2009
9:56 A.M.
Delivered To: HARTFORD, CT, US
Signed By: LAROSA
Service: 2ND DAY AIR

Tracking results provided by UPS: 05/14/2009 2:33 P.M. ET

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CERTIFICATION

The undersigned, 112 COMMERCE WAY LLC, is a Massachusetts limited liability company, having an address of 2310 Washington Street, Newton Lower Falls, Middlesex County, Massachusetts 02462. The MASSACHUSETTS DEPARTMENT OF ENVIRONMENTAL PROTECTION ("MassDEP") is a duly constituted agency organized under the laws of the Commonwealth of Massachusetts, having its principal office at One Winter Street, Boston, Massachusetts 02108.

The undersigned is the owner in fee simple of those certain parcels of land located in the City of Woburn, Middlesex County, Massachusetts, with the buildings and improvements thereon, known and/or numbered as 112 Commerce Way, which are more particularly bounded and described in Exhibit A, attached hereto and made a part hereof.

The undersigned does hereby certify to MassDEP as follows:

1. The provisions set forth on Exhibit B attached hereto and incorporated herein (collectively, the "Lease Provisions", and individually, a "Lease Provision") from the leases listed below (hereinafter collectively, the "Leases", and individually, a "Lease"), all of which affect the property at 112 Commerce Way, Woburn, Massachusetts (the "Property"), are true, complete, and correct copies of such provisions in the Leases:
 - (a) Retail Lease dated April 10, 2008 by and between 112 Commerce Way LLC, a Massachusetts limited liability company, as Landlord and Bob's Discount Furniture, LLC, a Massachusetts limited liability company, as Tenant (the "Bob's Lease"), notice of which is recorded in the form of a Notice of Lease in the Middlesex South District Registry of Deeds (the "Registry") in Book 51485, Page 165, and filed with the Middlesex South Registry District of the Land Court (the "Land Court") as Document No. 1478550.
 - (b) Ground Lease dated April 28, 2008 by and between 112 Commerce Way LLC, a Massachusetts limited liability company, as Landlord, and Chipotle Mexican Grill of Colorado, LLC, a Colorado limited liability company, as Tenant, as amended by Amendment to Lease dated October 14, 2008 (the "Chipotle Lease"), notice of which is recorded in the form of a Memorandum of Lease in the Registry in Book 52569, Page 123.
 - (c) Shopping Center Lease Agreement dated May 1, 2008 by and between 112 Commerce Way LLC, a Massachusetts limited liability company, as Landlord and PetSmart, Inc., a Delaware corporation, as Tenant, notice of which is recorded in the form of a Memorandum of Lease in the Registry in Book 51755, Page 504, and filed with the Land Court as Document No. 1483875.
2. Bob's Discount Furniture LLC, the tenant under the Bob's Lease, is an "Interior Space Tenant" as defined in the joint Approval Letter dated June 25, 2007 (the "Joint Approval Letter") of the MassDEP and the United States Environmental Protection Agency (the "EPA"), and recorded as an attachment to the Declaration of Interim Deed Restriction dated June 28, 2007 and recorded in the Registry in Book 49694, Page 14.
3. PetSmart, Inc, the tenant under the Petsmart Lease, is an "Interior Space Tenant" as defined in the Joint Approval Letter.

4. Chipotle Mexican Grill of Colorado, LLC, the tenant under the Chipotle Lease, is not an "Interior Space Tenant" as defined in the Joint Approval Letter.

5. Each Lease Provision requires the applicable tenant to accept its Lease subject and subordinate to any Grant of Environmental Restriction and Easement subsequently arising upon the Property, and therefore the effect of each Lease Provision is that each tenant has accepted its Lease subject and subordinate to the Grant of Environmental Restriction and Easement granted by 112 Commerce Way LLC to the MassDEP dated March 5, 2009, recorded in the Registry in Book 52725, Page 46, and filed in the Land Court as Document No. 1499831 (the "GERE"), as if for all purposes the GERE had been executed, delivered recorded and filed prior to the execution, delivery and recordation and/or registration of the applicable Lease.

6. None of the Leases contain any provisions that conflict with the effect of the Lease Provision in such Lease that each tenant has accepted its Lease subject and subordinate to the GERE, as described in Section 5 above.

7. On May 14, 2009, the undersigned delivered to each of the tenants under the Leases a copy of the GERE as recorded in the Registry and filed in the Land Court, such delivery having been made in accordance with the notice requirements of each respective Lease, and with proof of delivery thereof.

Executed under seal as of the 14th day of May, 2009.

112 COMMERCE WAY LLC

By: NDNE Real Estate, Inc.,
its Manager

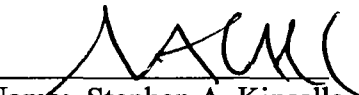
By: 
Name: Stephen A. Kinsella
Title: Treasurer

EXHIBIT A

The land with the buildings thereon situated in Woburn, in the County of Middlesex, Commonwealth of Massachusetts, bounded and described as follows:

PARCEL I:

A certain parcel of land in Woburn, Middlesex County, Massachusetts, situated on the southwesterly side of Commerce Way, shown as Lot 31A on a plan entitled "Plan of Land in Woburn, Mass." dated July 28, 1976, by Dana F. Perkins and Sons, Inc., and recorded with Middlesex South District Deeds as Plan No. 1189 of 1976 in Book 13080 at Page 451, which parcel is bounded and described as follows:

NORTHEASTERLY	by the southwesterly sideline of Commerce Way by two bounds together measuring 303.41 feet;
SOUTHEASTERLY	by land now or formerly of Mark-Phillip Trust, 749.95 feet;
SOUTHWESTERLY	by land now or formerly of Mark-Phillip Trust, 300 feet; and
NORTHWESTERLY	by land now or formerly of Mark-Phillip Trust and by Lot 33, 705.06 feet.

Containing, according to said plan, 5 acres.

PARCEL II:

A certain parcel of land situated on the westerly side of Commerce Way in the City of Woburn, County of Middlesex, Commonwealth of Massachusetts, shown as "Parcel B Area = 11,267+ S.F." on a plan (the "Plan") entitled "Project: 112 Commerce Way, 30 Atlantic Avenue, Woburn, MA" and "Drawing Title: Approval Not Required", dated May 23, 2008, as revised through revision 1 dated June 10, 2008, prepared by Allen & Major Associates, Inc., and recorded on June 30, 2008 in the Middlesex South District Registry of Deeds as Plan No. 532 of 2008, and more particularly bounded and described as follows:

The point of beginning being an iron rod at the northwesterly most corner of the parcel described hereinafter; thence

S35°18'00"E Fifteen and Twenty Hundredths Feet (15.20') by the southwesterly sideline of Commerce Way to a point as shown on the Plan; thence;

S64°01'54"W Seven Hundred Fifty-Two and Forty-One Hundredths Feet (752.41') by land now or formerly MetroNorth Business Center LLC to a point as shown on the Plan; thence

N25°58'06"W Fifteen and No Hundredths Feet (15.00') by land of now or formerly Resources for Responsible Site Management to an iron rod; thence

N64°01'54"E Seven Hundred Forty-Nine and Ninety-Five Hundredths Feet (749.95') by land of now or formerly 112 Commerce Way LLC to the point of beginning.

The above described parcel contains an area of 11,267 square feet of land more or less.

REGISTERED LAND

A portion of said Lot 31A is registered land and is shown as Lot 34 on a plan entitled "Subdivision Plan of Land in Woburn", dated August 6, 1976, by Dana F. Perkins and Sons, Inc., and filed with the Engineering Office of the Land Court in Boston, Massachusetts as Plan No. 7312K, said registered land being bounded and described according to said plan as follows:

SOUTHEASTERLY	by lot 31A by three bounds together measuring 347.20 feet;
SOUTHWESTERLY	by land now or formerly of Mark-Phillip Trust, 194.54 feet; and
NORTHWESTERLY	by land now or formerly of Mark-Phillip Trust, 287.51 feet.

See Certificate of Title No. 239741

EXHIBIT B

(See attached)

(a) Bob's Discount Furniture

Section 2.3 Environmental Grants. Notwithstanding anything set forth herein to the contrary, Tenant accepts this Lease subject and subordinate: (i) to that certain Declaration of Interim Deed Restriction in favor of the United States Environmental Protection Agency ("USEPA") and the Massachusetts Department of Environmental Protection ("MassDEP") dated June 28, 2007 and recorded in the Middlesex South District Registry of Deeds at Book 49694, Page 14, and filed in the Middlesex South Registry District of the Land Court as Document No. 1447531 (the "Declaration"); (ii) to any Grant of Environmental Restriction and Easement, Grant of Interim Environmental Restriction and Easement, or other environmental deed restriction presently existing or hereafter arising upon the Property, and (iii) to any renewals, modifications and extensions of an instrument referred to in (i) or (ii), preceding. The foregoing sentence shall be self-operative and no further instrument of subordination shall be required. The Declaration and the documents referred to in subsections (ii) and (iii) above shall be collectively referred to as the "Environmental Grants". Landlord represents and warrants to Tenant throughout the term of the Lease that no part of the Shopping Center is "Class D Land" as mentioned in the Grant of Environmental Restriction and Easement (Exhibit C) of the Declaration of Interim Deed Restriction granted to Landlord by the U.S. Environmental Protection Agency's Approval Letter dated June 25, 2007.

(b) Chipotle Mexican Grill

Section 1.4. Environmental Grants and Declaration. Notwithstanding anything set forth herein to the contrary, Tenant accepts this Lease subject and subordinate: (i) to that certain Declaration of Interim Deed Restriction in favor of the United States Environmental Protection Agency ("USEPA") and the Massachusetts Department of Environmental Protection

("MassDEP") dated June 28, 2007 and recorded in the Middlesex South District Registry of Deeds at Book 49694, Page 14, and filed in the Middlesex South Registry District of the Land Court as Document No. 1447531 (the "Declaration"); (ii) to any Grant of Environmental Restriction and Easement, Grant of Interim Environmental Restriction and Easement, or other environmental deed restriction presently existing or hereafter arising upon the Property, and (iii) to any renewals, modifications and extensions of an instrument referred to in (i) or (ii), preceding. The foregoing sentence shall be self-operative and no further instrument of subordination shall be required. The Declaration and the documents referred to in subsections (ii) and (iii) above shall be collectively referred to as the Environmental Grants.

(c) PetSmart

1.2 **Environmental Grants.** Notwithstanding anything set forth herein to the contrary, Tenant accepts this Lease subject and subordinate: (i) to that certain Declaration of Interim Deed Restriction in favor of the United States Environmental Protection Agency ("USEPA") and the Massachusetts Department of Environmental Protection ("MassDEP") dated June 28, 2007 and recorded in the Middlesex South District Registry of Deeds at Book 49694, Page 14, and filed in the Middlesex South Registry District of the Land Court as Document No. 1447531 (the "Declaration"); (ii) to any Grant of Environmental Restriction and Easement, Grant of Interim Environmental Restriction and Easement, or other environmental deed restriction presently existing or hereafter arising upon the Property, and (iii) to any renewals, modifications and extensions of an instrument referred to in (i) or (ii), preceding. The foregoing sentence shall be self-operative and no further instrument of subordination shall be required. The Declaration and the documents referred to in subsections (ii) and (iii) above shall be collectively referred to as the "Environmental Grants". Landlord represents and warrants to Tenant throughout the term of the Lease that no part of the Shopping Center is "Class D Land" as mentioned in the Grant of Environmental Restriction and Easement (Exhibit C) of the Declaration of Interim Deed Restriction granted to Landlord by the U.S. Environmental Protection Agency's Approval Letter dated June 25, 2007.



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*Missy Gorman
Legal Specialist
Direct Dial Number: (617) 559-5188
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E-Mail: mgorman@natdev.com
Web: www.natdev.com*

2310
Washington
Street
Newton
Lower Falls
MA 02462

May 12, 2009

VIA UPS DELIVERY

Mayor Thomas L. McLaughlin
City of Woburn/City Hall
10 Common Street
Woburn, Massachusetts 01801


Re: 112 Commerce Way, Woburn, Massachusetts (the "Property")
112 Commerce Way LLC (the "Property Owner")

Dear Mayor McLaughlin:

Enclosed for your records, please find a copy of the Grant of Environmental Restriction and Easement relating to the above referenced Property granted in favor of the Massachusetts Department of Environmental Protection which has been recorded in the Middlesex South District Registry of Deeds ("Registry") in Book 52725, Page 46 and filed with the Middlesex South Registry District of the Land Court ("Land Court") as Document No. 1499831 (copies of each front page with recording and filing information have been provided for your records).

Should you have any questions concerning the enclosed, please do not hesitate to call me at (617) 559-5188. Thank you.

Sincerely,


Missy Gorman
Legal Specialist

Enclosure

National Development
SHIPMENT RECEIPT
05/12/09 05:16 PM


UPS Account No.: A6432R
Sorted By: Order of Shipment

Address	Shipment Detail	Options	Reference Rate Charges
Ship To: Mayor Thomas.L. McLaughlin City of Woburn 10 Common Street City Hall - Mayor's Office WOBURN MA 01801	Service Type: UPS 2ND DAY AIR Total Packages: 1 Hundredweight: No Billable Wt.: LTR Billing Option: Prepaid Package Ref No. 1: 112 Commerce Way, Woburn	Shipment Service Charge:	\$ 10.12
Ship From: Missy Gorman NATIONAL DEVELOPMENT 2310 WASHINGTON STREET NEWTON MA 02462-1449			
	Tracking No.: 1ZA6432R0249490277 Package Type: UPS Letter Trx Ref No.: 112 Commerce Way, Woburn	Shipper Amt: UPS Total Charge*:	\$ 10.12 \$ 10.12

Summary Totals:

Shipment Option	Shpts	Pkgs	Ref Charges	Billing Option	Shpts	Pkgs	Ref Charges
Package Option				Prepaid	1	1	\$ 10.12
				TOTAL CHARGES*			\$ 10.12
				1 Shipment(s)			
				1 Package(s)			

* Fuel Surcharge Included

 [Close Window](#)

Tracking Detail

Your package has been delivered.

Tracking Number: 1Z A64 32R 02 4949 027 7
Type: Package
Status: **Delivered**
Delivered On: 05/13/2009 10:28 A.M.
Signed By: SUSAN
Location: RECEIVER
Delivered To: WOBURN, MA, US
Service: 2ND DAY AIR

Package Progress

Location	Date	Local Time	Description
CHELMSFORD, MA, US	05/13/2009	10:28 A.M.	DELIVERY
	05/13/2009	2:00 A.M.	OUT FOR DELIVERY
	05/13/2009	1:02 A.M.	DESTINATION SCAN
CHELMSFORD, MA, US	05/12/2009	11:38 P.M.	ARRIVAL SCAN
WATERTOWN, MA, US	05/12/2009	10:43 P.M.	DEPARTURE SCAN
	05/12/2009	8:34 P.M.	ORIGIN SCAN

Tracking results provided by UPS: 05/13/2009 10:54 A.M. ET

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Missy Gorman
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Direct Dial Number: (617) 559-5188
Fax Number: (617) 965-7361
E-Mail: mgorman@natdev.com
Web: www.natdev.com

2310
Washington
Street
Newton
Lower Falls
MA 02462

May 12, 2009

VIA UPS DELIVERY

Woburn City Hall
Attn: Jack Fralick, Director of the Board of Health
10 Common Street
Woburn, Massachusetts 01801

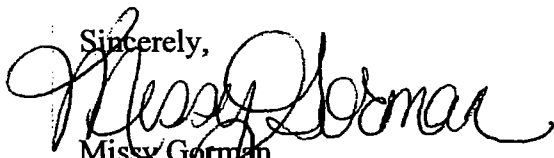
Re: 112 Commerce Way, Woburn, Massachusetts (the "Property")
112 Commerce Way LLC (the "Property Owner")

Dear Mr. Fralick:

Enclosed for your records, please find a copy of the Grant of Environmental Restriction and Easement relating to the above referenced Property granted in favor of the Massachusetts Department of Environmental Protection which has been recorded in the Middlesex South District Registry of Deeds ("Registry") in Book 52725, Page 46 and filed with the Middlesex South Registry District of the Land Court ("Land Court") as Document No. 1499831 (copies of each front page with recording and filing information have been provided for your records).

Should you have any questions concerning the enclosed, please do not hesitate to call me at (617) 559-5188. Thank you.

Sincerely,


Missy Gorman
Legal Specialist

Enclosure

National Development
SHIPMENT RECEIPT
05/12/09 05:15 PM

UPS Account No.: A6432R
Sorted By: Order of Shipment

Address	Shipment Detail	Options	Reference Rate Charges
Ship To: Jack Fralick, Director of the BOH Woburn City Hall 10 Common Street WOBURN MA 01801 Ship From: Missy Gorman NATIONAL DEVELOPMENT 2310 WASHINGTON STREET NEWTON MA 02462-1449	Service Type: UPS 2ND DAY AIR Total Packages: 1 Hundredweight: No Billable Wt.: LTR Billing Option: Prepaid Package Ref No.1: 112 Commerce Way	Shipment Service Charge:	\$ 10.12
	Tracking No.: 1ZA6432R0250802454 Package Type: UPS Letter Trx Ref No.: 112 Commerce Way	Shipper Amt: UPS Total Charge*:	\$ 10.12 \$ 10.12

Summary Totals:

Shipment Option	Shpts	Pkgs	Ref Charges	Billing Option	Shpts	Pkgs	Ref Charges
Package Option		Pkgs	Ref Charges	Prepaid	1	1	\$ 10.12
				TOTAL CHARGES*			\$ 10.12
				1 Shipment(s)			
				1 Package(s)			

* Fuel Surcharge Included

[Close Window](#)

Tracking Summary

Tracking Numbers

Tracking Number: 1Z A64 32R 02 5080 245 4
Type: Package
Status: **Delivered**
Delivered On: 05/13/2009
10:27 A.M.
Delivered To: WOBURN, MA, US
Signed By: LORE
Service: 2ND DAY AIR

Tracking results provided by UPS: 05/13/2009 10:51 A.M. ET

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*Missy Gorman
Legal Specialist
Direct Dial Number: (617) 559-5188
Fax Number: (617) 965-7361
E-Mail: mgorman@natdev.com
Web: www.natdev.com*

May 12, 2009

VIA UPS DELIVERY

Woburn City Hall
Attn: Edmond Tarallo, Director of the Planning Board
10 Common Street
Woburn, Massachusetts 01801

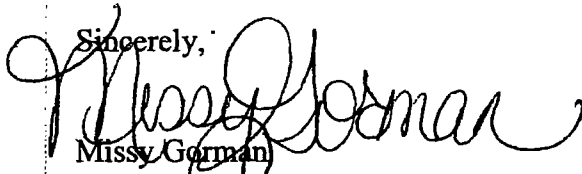
Re: 112 Commerce Way, Woburn, Massachusetts (the "Property")
112 Commerce Way LLC (the "Property Owner")

Dear Mr. Tarallo:

Enclosed for your records, please find a copy of the Grant of Environmental Restriction and Easement relating to the above referenced Property granted in favor of the Massachusetts Department of Environmental Protection which has been recorded in the Middlesex South District Registry of Deeds ("Registry") in Book 52725, Page 46 and filed with the Middlesex South Registry District of the Land Court ("Land Court") as Document No. 1499831 (copies of each front page with recording and filing information have been provided for your records).

Should you have any questions concerning the enclosed, please do not hesitate to call me at (617) 559-5188. Thank you.

Sincerely,


Missy Gorman
Legal Specialist

Enclosure

National Development
SHIPMENT RECEIPT
05/12/09 05:16 PM

UPS Account No.: A6432R
Sorted By: Order of Shipment

Address	Shipment Detail	Options	Reference Rate Charges
Ship To: Edmond Tarallo, Planning Board City of Woburn 10 Common Street City Hall WOBURN MA 01801	Service Type: UPS 2ND DAY AIR Total Packages: 1 Hundredweight: No Billable Wt.: LTR Billing Option: Prepaid Package Ref No. 1: 112 Commerce Way, Woburn	Shipment Service Charge:	\$ 10.12
Ship From: Missy Gorman NATIONAL DEVELOPMENT 2310 WASHINGTON STREET NEWTON MA 02462-1449			
	Tracking No.: 1ZA6432R0250129263 Package Type: UPS Letter Trx Ref No.: 112 Commerce Way, Woburn	Shipper Amt: UPS Total Charge*:	\$ 10.12 \$ 10.12

Summary Totals:

Shipment Option	Shpts	Pkgs	Ref Charges	Billing Option	Shpts	Pkgs	Ref Charges
Package Option				Prepaid	1	1	\$ 10.12
				TOTAL CHARGES*			\$ 10.12
				1 Shipment(s)			
				1 Package(s)			

* Fuel Surcharge Included

[Close Window](#)

Tracking Detail

Your package has been delivered.

Tracking Number: 1Z A64 32R 02 5012 926 3
Type: Package
Status: **Delivered**
Delivered On: 05/13/2009 10:30 A.M.
Signed By: ANN
Location: RECEPTIONIST
Delivered To: WOBURN, MA, US
Service: 2ND DAY AIR

Package Progress

Location	Date	Local Time	Description
CHELMSFORD, MA, US	05/13/2009	10:30 A.M.	DELIVERY
	05/13/2009	2:00 A.M.	OUT FOR DELIVERY
	05/13/2009	1:02 A.M.	DESTINATION SCAN
CHELMSFORD, MA, US	05/12/2009	11:38 P.M.	ARRIVAL SCAN
WATERTOWN, MA, US	05/12/2009	10:43 P.M.	DEPARTURE SCAN
	05/12/2009	8:34 P.M.	ORIGIN SCAN

Tracking results provided by UPS: 05/13/2009 10:53 A.M. ET

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**NATIONAL
DEVELOPMENT**

T: 617.527.9800 F: 617.965.7361 www.natdev.com

2310
Washington
Street
Newton
Lower Falls
MA 02462

*Missy Gorman
Legal Specialist
Direct Dial Number: (617) 559-5188
Fax Number: (617) 965-7361
E-Mail: mgorman@natdev.com
Web: www.natdev.com*

May 12, 2009

VIA UPS DELIVERY

Woburn City Hall
Attn: Stephen Paris, Building Commissioner
10 Common Street
Woburn, Massachusetts 01801

Re: 112 Commerce Way, Woburn, Massachusetts (the "Property")
112 Commerce Way LLC (the "Property Owner")

Dear Mr. Paris:

Enclosed for your records, please find a copy of the Grant of Environmental Restriction and Easement relating to the above referenced Property granted in favor of the Massachusetts Department of Environmental Protection which has been recorded in the Middlesex South District Registry of Deeds ("Registry") in Book 52725, Page 46 and filed with the Middlesex South Registry District of the Land Court ("Land Court") as Document No. 1499831 (copies of each front page with recording and filing information have been provided for your records).

Should you have any questions concerning the enclosed, please do not hesitate to call me at (617) 559-5188. Thank you.

Sincerely,


Missy Gorman
Legal Specialist

Enclosure

National Development
SHIPMENT RECEIPT
05/12/09 05:14 PM


UPS Account No.: A6432R
Sorted By: Order of Shipment

Address	Shipment Detail	Options	Reference Rate Charges
Ship To: Stephen Paris, Building Commissione Woburn City Hall 10 Common Street WOBURN MA 01801 Ship From: Missy Gorman NATIONAL DEVELOPMENT 2310 WASHINGTON STREET NEWTON MA 02462-1449	Service Type: UPS 2ND DAY AIR Total Packages: 1 Hundredweight: No Billable Wt.: LTR Billing Option: Prepaid Package Ref No.1: 112 Commerce Way	Shipment Service Charge:	\$ 10.12
	Tracking No.: 1ZA6432R0250945845 Package Type: UPS Letter Trx Ref No.: 112 Commerce Way	Shipper Amt: UPS Total Charge*:	\$ 10.12 \$ 10.12

Summary Totals:

Shipment Option	Shpts	Pkgs	Ref Charges	Billing Option	Shpts	Pkgs	Ref Charges
Package Option		Pkgs	Ref Charges	Prepaid	1	1	\$ 10.12
				TOTAL CHARGES*			\$ 10.12
				1 Shipment(s)			
				1 Package(s)			

* Fuel Surcharge Included

 [Close Window](#)

Tracking Detail

Your package has been delivered.


Tracking Number: 1Z A64 32R 02 5094 584 5
Type: Package
Status: **Delivered**
Delivered On: 05/13/2009 10:33 A.M.
Signed By: SAYWER
Location: RECEIVER
Delivered To: WOBURN, MA, US
Service: 2ND DAY AIR

Package Progress

Location	Date	Local Time	Description
CHELMSFORD, MA, US	05/13/2009	10:33 A.M.	DELIVERY
	05/13/2009	2:01 A.M.	OUT FOR DELIVERY
	05/13/2009	1:02 A.M.	DESTINATION SCAN
CHELMSFORD, MA, US	05/12/2009	11:38 P.M.	ARRIVAL SCAN
WATERTOWN, MA, US	05/12/2009	10:43 P.M.	DEPARTURE SCAN
	05/12/2009	8:34 P.M.	ORIGIN SCAN

Tracking results provided by UPS: 05/13/2009 10:53 A.M. ET

NOTICE: UPS authorizes you to use UPS tracking systems solely to track shipments tendered by or for you to UPS for delivery and for no other purpose. Any other use of UPS tracking systems and information is strictly prohibited.

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LEGAL NOTICE

TOWN OF WINCHESTER
AMENDMENTS TO
TOWN OF WINCHESTER
ZONING BY-LAWS

I hereby certify that the Attorney General of Massachusetts has approved the following amendment to the Zoning By-Laws of the Town of Winchester voted at the Annual Town Meeting on November 6, 2008.

ARTICLE 8:
VOTED to amend the Town of Winchester Zoning By-Law and the map incorporated therein by changing the zoning district of Lots 1 and 2 as shown on a Plan dated February 21, 2007 by Keenan Survey entitled "Plan of Land in Winchester, Massachusetts and recorded in the Middlesex South Registry of Deeds from what is currently General Business District 3.0 (GBD3), so that the parcels 1 and 2 of land described in Article 8 shall be zoned to General Residence District 6.5 (RG 6.5), as more fully described above."

Motion Carried Unanimously
Claims of invalidity by reason of any defect in the procedure of adoption or amendment may only be made within ninety (90) days of the second publication of this notice. The complete text of these amendments may be examined and/or obtained in the Office of the Town Clerk.

MARY ELLEN LANNON
TOWN CLERK

SUPPORT
THE BOYS &
GIRLS CLUB

HAIRMATE 454 Main Street
Woburn, MA 01801
781-938-8495

Open: Mon. 9am-6pm, Tues. thru Fri. 9am-6pm, Sat. 9am-5pm, Sun. 10am-2pm

LEGAL
NOTICES

LEGAL NOTICE

TOWN OF
WINCHESTERINVITATION FOR BID
BID #: FY10-104

SEALED bids for CONCRETE SIDEWALK RECONSTRUCTION/ADA RAMPS, will be publicly opened and read aloud at the Department of Public Works, 15 Lake Street, Winchester, MA 01890, on Friday, June 5, 2009 at 11:00 a.m. The sealed bids shall be clearly marked with the bidder's name and address, Department of Public Works, description of bid item(s), date, time and place of opening and bid number. No bid will be accepted after time and date specified. Copies of the Invitation for Bid can be obtained at the Department of Public Works office between the hours of 8:00 a.m. to 4:00 p.m. The Town reserves the right to accept or reject any or all bids, wholly or in part, and to make the award in the best interest of the Town of Winchester. The notification of the intent to award the bid will be made within thirty (30) days of the bid opening date.
05549948 5/20/09

LEGAL NOTICE
PUBLIC NOTICEGRANT OF
ENVIRONMENTAL
RESTRICTION AND
EASEMENT

Industri-Plex
Superfund Site
Woburn, MA

EPA Site Identification
Number:
MAD07650950
MassDEP Release
Tracking Number:
3-0001731

Property Address:
112 Commerce Way,
Woburn, MA
Plan of Restricted
Areas Lot 1C-41

A release of oil and/or hazardous material has occurred at the above location, which is a portion of a disposal site as defined in Section 2 of Chapter 21E of Massachusetts General Laws (Chapter 21E) and in the Massachusetts Contingency Plan, 310 CMR 40.0000, as amended. The United States has placed this disposal site on the National Priorities List pursuant to the Comprehensive Environmental Response, Cost and Liability Act, as amended (CERCLA), 42 U.S.C. §§ 9601 et seq. and the National Contingency Plan, 40 C.F.R. Part 300, as amended. On May 6, 2009, 112 Commerce Way LLC, a Massachusetts limited liability company, recorded with the Middlesex South Registry of Deeds in Book 52725 and Page 46, and filed with the Land Registration Office of Middlesex South Registry District as Document Number 1429831, a GRANT OF ENVIRONMENTAL RESTRICTION AND EASEMENT ("GERE") for the property at the above address. The recording and filing of the GERE was made pursuant to CERCLA, Chapter 21E and a Consent Decree entered on April 24, 1989 by the United States District Court for the District of Massachusetts in the matter styled United States v. Stauffer Chemical Company et al., Civil Action No. 89-0195-MC and Commonwealth of Massachusetts v. Stauffer Chemical Company et al., Civil Action No. 89-0196-MC. The Consent Decree was recorded at the Middlesex South Registry of Deeds in Book 18837, Page 478.

The GERE has been granted to the Massachusetts Department of Environmental Protection (MassDEP). The GERE restricts activities and uses at the property at the above location, except where conducted in strict compliance with work protocols established in the GERE. Some of the work protocols may require an approval from MassDEP. The restrictions apply to designated areas of the property and each designated area may include restrictions on one or more of the following:
*excavation, drilling, or other disturbance of the surface of the land, buildings, foundations, etc. and/or soil underneath
*extraction, pumping, consumption, exposure, or other groundwater use
*planting certain vegetation such as deep-rooted trees and other vegetation with significant root structure;
*commercial, industrial, residential, or agricultural activity or use
*activity of use which may interfere with response actions implemented at the site.
The GERE reserves to the landowner the right to perform certain activities and uses which would otherwise be restricted, if they meet certain, specified requirements. The GERE also requires the landowner to perform annual inspection and reporting to MassDEP and the United States Environmental Protection Agency (USEPA). Any person interested in obtaining additional information about the GERE may contact Geoffrey Hargreaves-Heald, Esquire, c/o National Development, 2310 Washington Street, Newton Lower Falls, Massachusetts 02462, (617) 558-5038. The GERE may be reviewed at the offices of MassDEP, One Winter Street, 8th Floor, Boston, MA by arrangement with Jennifer McWeeney, MassDEP Project Manager (617-654-6560); or at the Region 1 office of USEPA, One Congress Street, Boston, MA by arrangement with Joseph LeMay, USEPA Remedial Project Manager (617-918-1323). The disposal site file can be reviewed at the records center located at the Woburn Public Library, at 45 Pleasant Street in Woburn, MA and at the EPA Records Center, located at the above US EPA Region 1 office. (A copy of the GERE may also be viewed at the above records centers, when available.)
05549948 5/20/09

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*extraction, pumping, consumption, exposure, or other groundwater use
*planting certain vegetation such as deep-rooted trees and other vegetation with significant root structure;
*commercial, industrial, residential, or agricultural activity or use
*activity of use which may interfere with response actions implemented at the site.

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05549948 5/20/09

LEGAL NOTICE

TOWN OF
WINCHESTER
INVITATION FOR BID
BID #: FY10-103

SEALED bids for CRACK SEALING/MICRO-SURFACING, will be publicly opened and read aloud at the Department of Public Works, 15 Lake Street, Winchester, MA 01890, on Friday, June 5, 2009 at 10:30 a.m. The sealed bids shall be clearly marked with the bidder's name and address, Department of Public Works, description of bid item(s), date, time and place of opening and bid number. No bid will be accepted after time and date specified. Copies of the Invitation for Bid can be obtained at the Department of Public Works office between the hours of 8:00 a.m. to 4:00 p.m. The Town reserves the right to accept or reject any or all bids, wholly or in part, and to make the award in the best interest of the Town of Winchester. The notification of the intent to award the bid will be made within thirty (30) days of the bid opening date.
05549945 5/20/09

LEGAL NOTICE

TOWN OF
WINCHESTER
INVITATION FOR BID
BID #: FY10-102

SEALED bids for BITUMINOUS CONCRETE PAVING/COLD PLANTING/ ADJUSTING CASTINGS, will be publicly opened and read aloud at the Department of Public Works, 15 Lake Street, Winchester, MA 01890, on Friday, June 5, 2009 at 10:00 a.m. The sealed bids shall be clearly marked with the bidder's name and address, Department of Public Works, description of bid item(s), date, time and place of opening and bid number. No bid will be accepted after time and date specified. Copies of the Invitation for Bid can be obtained at the Department of Public Works office between the hours of 8:00

LEGAL NOTICE
MORTGAGE
SALE
REAL ESTATE

By virtue of cution of the Sale contain tain mortgage Robert J. Amerquest Company, c ber 21, 2002 ed with the County (So trict) Regist in Book 37 552 as affect firmatory Mr ed October Book 5088; and registrati ment No. 1, noted on C Title No. which mort sche Bank Trust Con Trustee, in Registered Amerquest Securities I 2002-D, is holder by as: ored in s Book 51910 and also r said deeds a No. 148689; on Certificat 217658; for conditions c gage and l pose of for same, the premises l Pettiglio Te burn, MA w a Public 01:00 P.M. 2009, at the premises, n larly descri and singula les descript mortgage, to The Land Middlesex C sachusetts, as 3 Pettig bounded an as follows: l ginning at westerly co premises at ly of Rodney now of Ethr er, and lanc Patterson; James E. a Graham, th Easterly by l of said Bur of Ethelw about On eighty-three tenths (18; land suppos the Boston & Company, - ing the line arly by said about one h teen and (119.5) feet merty of Jan now of Joh Tomolillo, - il ery by land about sever feet to a pr thence turn runs Northe Easterly sic said private and fifteen (55.15) fee turning the Westerly ac vate way e formerly of and now o Mary Tom one hundr

Haley & Aldrich, Inc.
465 Medford St.
Suite 2200
Boston, MA 02129-1400

**HALEY&
ALDRICH**

Tel: 617.886.7400
Fax: 617.886.7600
HaleyAldrich.com

30 July 2009
File No. 11845-146

Mr. Joseph F. LeMay, P.E.
Remedial Project Manager
United States Environmental Protection Agency - Region 1
One Congress Street, Suite 1100
Boston, Massachusetts 02114-2023

Subject: 112 Commerce Way Development
Completion Report Letter
Woburn, Massachusetts

Dear Mr. LeMay:

Construction activities at the 112 Commerce Way Development in Woburn, Massachusetts have been completed. On behalf of the project owner, 112 Commerce Way LLC, we have prepared this Completion Report Letter to fulfill the requirements of Appendix IV, Section III, subparagraph 11 of the Grant of Environmental Restriction and Easement (Grant), dated 28 March 2009.

The project site is located within the bounds of the Industri-Plex Superfund Site, specifically within areas of Industri-Plex site classified as "Class B" and "Class C" land; however, construction activities were undertaken only in areas of the site classified as "Class B" land. No "Class C" land was disturbed as part of the development activities.

Haley & Aldrich, Inc. (Haley & Aldrich) served as the Independent Professional for the project. Representatives of Haley & Aldrich or our Health and Safety Subconsultant, Cashins & Associates, Inc. (Cashins), were present at the site on a full-time basis for the majority of the intrusive construction. With EPA approval, Haley & Aldrich reduced their presence to part-time monitoring near the end of the project when limited intrusive activities were occurring. During July 2009 following completion of construction activities, the Independent Professional and the Owner visited and reviewed the site in accordance with the Closure Process outlined in the approved work plan.

To the best of our knowledge based on our observations and information provided by project team members, the intrusive activities at the site were undertaken in compliance with the approved Work Plan dated 23 July 2008 and Section IV ("Technical Requirements") of Appendix IV of the Grant, with the exception of the approved variances outlined in the attached Table I. The variances were discussed with and approved in writing by the EPA before the activities were undertaken. Please refer to the attached Table I for further details.

A summary of the earthwork-related construction activities undertaken at the site and the results of the required air monitoring are contained in Haley & Aldrich Weekly Field Report numbers 1 through 18 and Cashins Daily Health and Safety Summary Reports dated 2 September through 17 December 2008. The referenced reports were previously submitted to the EPA under separate cover. Analytical test data obtained from soil and groundwater samples collected on the site and of materials imported to the site (crushed stone and soil) were also previously transmitted to the EPA under separate cover. The attached redline versions of the site utility and grading plans prepared by Maverick Construction; indicate the as-built locations and elevations of the new building structures, utilities and surface grading.

As indicated in the approved Work Plan, construction at the site included permanent modifications to the existing South Hide Pile geotextile cover located within "Class B" areas of the site. The attached Figures titled "Cover Modifications", Sheets 1 and 2, dated 28 July 2009 and prepared by Maverick Construction; provide an As-built record of the cover modifications that were performed. To the best of our knowledge, the cover modifications undertaken at the site were completed in compliance with the approved Work Plan (including variances) and Section IV ("Technical Requirements") of Appendix IV of the Grant. It is our opinion that the new cover as constructed and represented on the referenced as-built plan provides protection of human health and the environment equivalent to the previous cover.

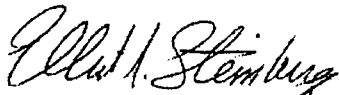
Paul Ozarowski, P.E., LSP was listed as the Independent Professional in the approved Work Plan, however, due to staffing changes, Mr. Elliot I. Steinberg, P.E., LSP of Haley & Aldrich has assumed the responsibilities of Independent Professional for the project. In accordance with the provisions for an Independent Professional outlined in the Grant, Appendix I, Paragraph V., Mr. Steinberg is a licensed Hazardous Waste Site Cleanup Professional (LSP) and Professional Engineer (P.E., Civil), and has reviewed the Grant and the approved work plan to become familiar with the requirements of the Grant including its appendices as described in the approved Work Plan. Mr. Steinberg was also briefed on the project background, construction activities and encountered conditions by the Haley & Aldrich Project Manager and Officer in Charge, and visited the site with the Haley & Aldrich Project Manager during July 2009 to view site conditions first hand.

On behalf of our client and the 112 Commerce Way project team, we thank the EPA for its cooperation, guidance and consideration during this project. Please feel free to contact the undersigned if you wish to discuss any aspect of this Completion Report Letter.

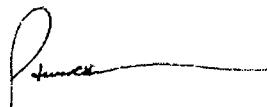
Sincerely yours,
HALEY & ALDRICH, INC.



Michael J. Weaver, P.E.



Elliot I. Steinberg, P.E., LSP
Vice President / Independent Professional



Steven R. Kraemer, P.E., D. GE
Senior Vice President

Attachments:

- Table I - Approved Variances From Work Plan
- Figures - Redline Versions of Site Grading and Drainage and Utility Plans (3 Sheets)
- Figures - "Cover Locations" - Sheet Numbers 1 and 2 (2- Sheets)

c: Massachusetts DEP; Attn: Jennifer McWeeney

G:\11845\146\Close-out Letter\2009_0730_HAI_112CommerceWayClose-F.doc

**HALEY &
ALDRICH**

TABLE I - APPROVED VARIANCES FROM WORK PLAN
112 Commerce Way Development
Woburn, Massachusetts

Date Submitted to EPA	Date of EPA Approval	Issue	Conditions for Approval
12/17/2008	12/17/2008	Daily air monitoring and contaminated materials oversight by SHSO to be suspended because on-going excavation is minimal.	None.
11/25/2008	12/2/2008	Alternate site retaining wall construction procedure along west side of site. Existing geotextile to be located by hand-digging holes 10-ft on center. Soils overlaying fabric to be removed by mini-excavator.	Test holes to indicate geotextile is relatively flat, excavation with rubber blade and within 6-inches of geotextile, H&A to have full-time representation, and work to stop if geotextile damaged.
11/11/2008	11/13/2008	Selection of topsoil for the site. Contractor supplied analytical test data for 6 samples that did not meet all criteria in Table I of Work Plan.	EPA approved use of material from Linden Street in Waltham, MA.
10/27/2008	10/30/2008	Proposal to segregate, decontaminate, and re-use gravel material encountered within the infiltration basin to construct the slope on the south side of the site.	Dust suppression as necessary, inspect washed rock prior to placement, and minimize suspended solids to the fractational tank.
10/15/2008	10/16/2008	Use of Earthstop 500 (polymer spray) to cover stockpiles at night in lieu of tarps.	Spray material only on piles. No over-spraying on adjacent properties/roadways.
10/1/2008	10/6/2008	Treatment and on-site re-use of dewatering effluent generated during installation of deeper utilities, for dust suppression.	Testing protocols and groundwater zones established by the EPA.
9/26/2009	10/3/2009	Stockpiles of clean imported materials and clean reclaimed asphalt and concrete to be stockpiled outside the SMMA.	None.
9/26/2009	10/3/2009	Leave some existing utility structures in place and fill with flowable fill rather than excavate and remove them.	Utilities abandoned in place to be located by owner in case future excavations will cross the area.
9/9/2008	9/10/2008	SMMA to be constructed using earth berms in lieu of concrete barriers.	Earth berms elevated around perimeter and a second layer of HDPE be placed in the SMMA prior to transportation of soils.
9/4/2008	9/4/2008	Soil samples to be removed from the site for geotechnical testing.	Material to be returned when testing is completed.

Haley & Aldrich File No. 11845-146

COMMERCE (PUBLIC - 100' WIDE) WAY



LEGEND:

DRAIN MANHOLE	⊙
CATCH BASIN	⊙
CATCH BASIN - DOUBLE GRATE	⊙
Oil-Water Separator	⊙
DRAIN LINE	—
Flow Direction	→
Retaining Wall	—
3" Contour	—
1" Contour	—
Spot Grade	—
SAN-CUT LINE	—
Limit of Stone	—
Pipe Storage	—
Detail Key	—

- NOTES:**
- THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MAY BE OCCURRED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.
 - ALL ELEVATIONS REFER TO NGVD '29.
 - ROOF DRAIN LOCATIONS TO BE BASED ON FINAL BUILDING PLANS. CONNECTION POINTS SHALL BE AS SHOWN HEREON.
 - PIPE DIMENSIONS ARE MEASURED FROM THE INSIDE FACE OF THE STRUCTURE.
 - REINFORCED CONCRETE PIPE (RCP), WHERE SPECIFIED, SHALL BE CLASS V.
 - THE INFORMATION SHOWN ON THIS PLAN IS THE SOLE PROPERTY OF ALLEN & MAJOR ASSOCIATES, INC. ITS ALTERATION, MISUSE, OR RECALCULATION OF INFORMATION OR DATA WITHOUT THE EXPRESSED, WRITTEN CONSENT OF ALLEN & MAJOR ASSOCIATES, INC. IS STRICTLY PROHIBITED.

PROFESSIONAL ENGINEER FOR
ALLEN & MAJOR ASSOCIATES, INC.

PROJECT NO. 1138-19 DATE 09-14-08
SCALE 1"=40' DWG. NAME C138-19
DESIGNED BY: BBN CHECKED BY: TWT
PROJECT: 112 COMMERCE WAY
WOBBURN, MA

ALLEN & MAJOR ASSOCIATES, INC.
civil & structural engineering • land surveying
environmental consulting • landscape architecture
www.allenmajor.com

140 COMMERCE WAY
WOBBURN, MA 01801-1111
TEL: (781) 866-0600
FAX: (781) 866-0604

This document and data provided in electronic format. Client's acceptance of this document shall be indicated by signature and date on the bottom left corner of this document. The undersigned hereby certifies that the information contained herein is accurate and true to the best of his knowledge and belief, and that he is not providing any false or misleading information. The undersigned hereby certifies that the information contained herein is accurate and true to the best of his knowledge and belief, and that he is not providing any false or misleading information. The undersigned hereby certifies that the information contained herein is accurate and true to the best of his knowledge and belief, and that he is not providing any false or misleading information.

DRAWING TITLE: PROPOSED GRADING & DRAINAGE PLAN
SHEET NO. C-3

PROPOSED CATCH BASINS

STRUCTURE	R/W	INVERT	OUT	LENGTH	SLOPE	DIA.	MATERIAL
CB1A	66.44	63.52	10'	1.00%	12"	RCP	
CB1B	66.22	64.85	85'	1.50%	12"	HOPE	
CB3	66.02	64.35	31'	2.00%	12"	HOPE	
CB14	66.87	65.85	215'	0.50%	12"	RCP	
CB4A	67.60	64.97	5'	2.00%	12"	RCP	
CB5	67.83	64.71	18'	1.00%	12"	HOPE	
CB9	67.93	64.63	21'	2.00%	12"	HOPE	
CB11a	65.30	62.55	56'	0.75%	12"	RCP	
CB11b	65.90	62.77	67'	1.00%	12"	RCP	
CB11c	65.40	62.83	81'	0.68%	12"	RCP	
CB14a	65.06	63.10	50'	2.00%	12"	RCP	
CB12a	66.15	63.25	217'	3.00%	12"	RCP	
CB12b	65.50	61.76	10'	2.00%	12"	HOPE	
CB12c	65.50	61.86					
CB13	65.50	62.00					

PROPOSED CATCH BASINS TO

PROPOSED OIL-WATER SEPARATORS

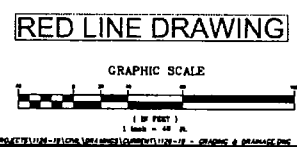
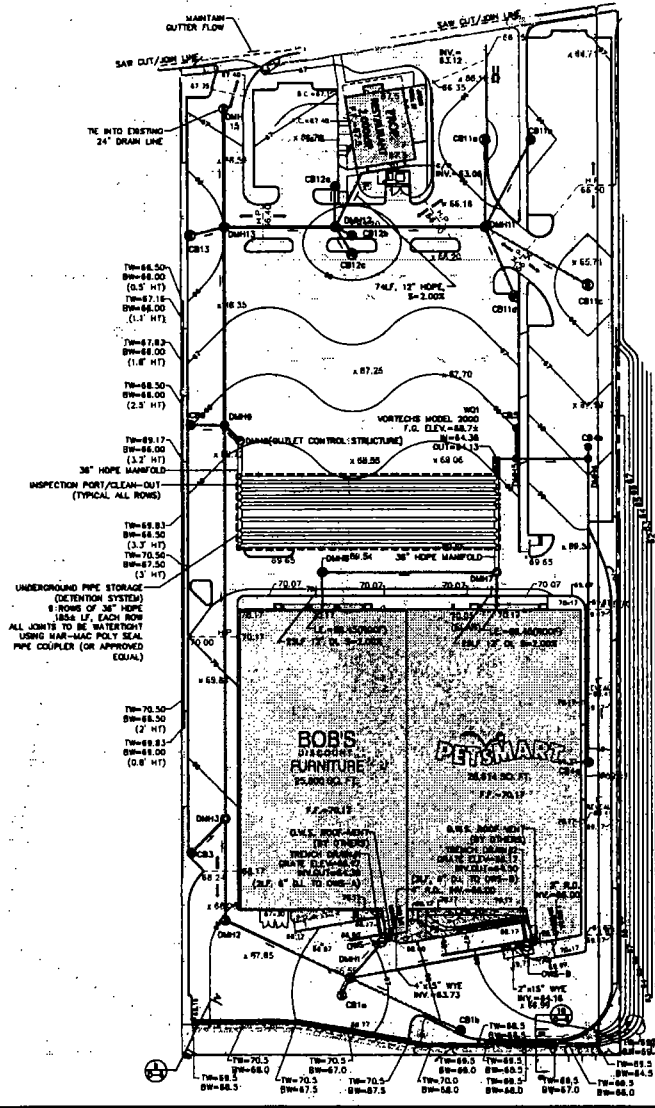
STRUCTURE	R/W	INVERT	OUT
OWS-A	67.07	64'	
OWS-B	70.07	64'	

* SEE DETAIL FOR SUBURBS

PROPOSED DRAINAGE MANHOLES

STRUCTURE	R/W	INVERT	OUT	LENGTH	SLOPE	DIA.	MATERIAL
DM1	66.53	63.42	CR				
DM2	67.95	62.85	CR				
DM3	66.78	63.73	CR	82.52	DMH2		
DM4	67.82	64.87	CR	64.87	DMH4		
DM5	66.27	64.53	CR	64.53	DMH4		
DM6	66.98	65.90	PROOF				
DM7	66.98	64.46	DMH4	65.93	PROOF		
DM8	66.98	61.56	DM7				
DM9	66.47	64.21	CR	61.34	DMH3		
DM10							
DM11	66.23	62.10	CR	62.10	DMH1		
DM12	65.81	61.80	CR	61.80	PROOF		
DM13	66.00	61.56	CR	60.57	DMH13		
DM14							
DM15	67.23	60.08	DMH10				

CONNECT TO EXISTING 24" RCP



CATCH BASIN ACTUAL ELEVATIONS

STRUCTURE	RIM	INVERT OUT
CB1a	66.32	63.53
CB1b	66.11	64.85
CB3	67.90	64.35
CB4a	66.75	65.97
CB4b	67.48	64.97
CB5	67.85	64.71
CB9	67.84	64.62
CB11a	65.33	62.55
CB11b	65.07	62.77
CB11c	65.41	62.84
CB11d	65.56	63.11
CB12a	66.09	63.26
CB12b	65.59	61.80
CB12c	65.46	61.96
CB13	65.44	62.00

OIL-WATER SEPARATOR ACTUAL ELEVATIONS

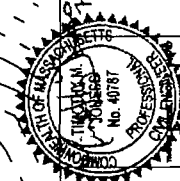
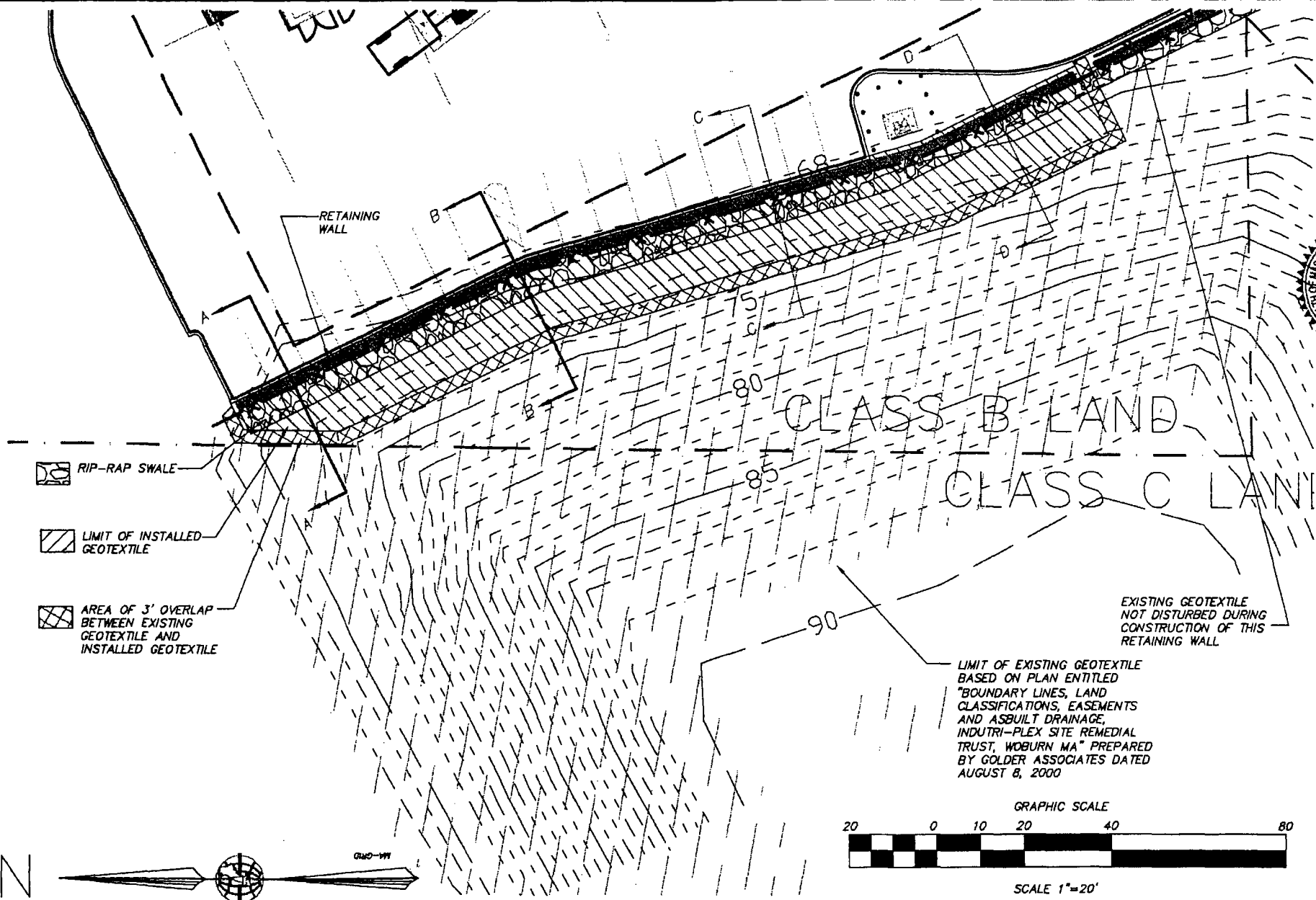
STRUCTURE	RIM	INVERT IN	INVERT OUT
OWS-A	66.95	64.28(T.D.)	64.03
OWS-B	69.96	64.45(T.D.)	64.21

DRAINAGE MANHOLE ACTUAL ELEVATIONS

STRUCTURE	RIM	INVERT IN	INVERT IN	INVERT IN	INVERT OUT
DMH1	66.41	63.41(CB1a)	63.57(CB1b)	63.56(OWS-A,B)	63.32
DMH2	67.81	62.85(DMH1)	-	-	62.81
DMH3	68.68	63.75(CB3)	62.51(DMH2)	-	62.47
DMH4	67.80	64.86(CB4a)	64.87(CB4b)	-	64.77
DMH5	68.25	64.53(CB5)	64.52(DMH4)	-	64.42
DMH6	69.78	65.95(ROOF)	-	-	65.71
DMH7	69.78	64.48(DMH6)	65.95(ROOF)	-	62.73
DMH8	68.77	61.58(36")	-	-	61.48
DMH9	68.35	64.20(CB9)	61.36(DMH8)	61.36(DMH3)	61.14
DMH10	-	-	-	-	-
DMH11	66.28	62.11(CB11a,b)	62.10(CB11c)	62.13(CB11d)	61.84
DMH12	65.83	61.58(CB12a,b,c)	61.56(ROOF)	61.32(DMH11)	61.08
DMH13	66.01	61.55(CB13)	60.58(DMH12)	60.60(DMH9)	60.48
DMH14	-	-	-	-	-
DMH15	67.02	60.10(DMH10)	-	-	59.49

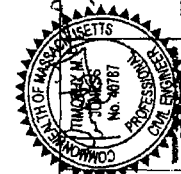
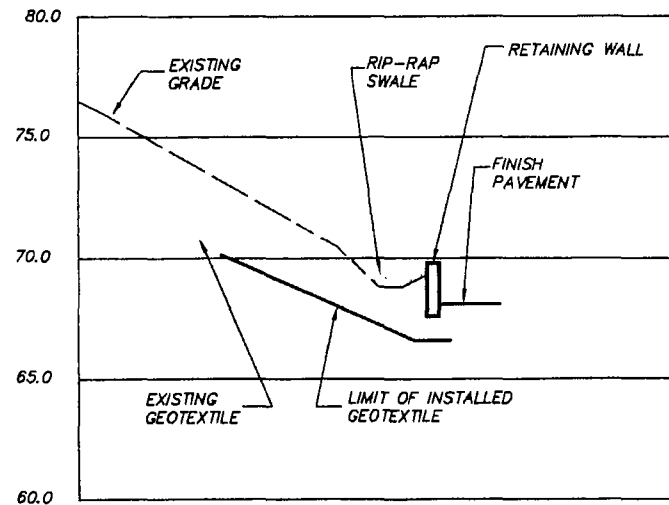
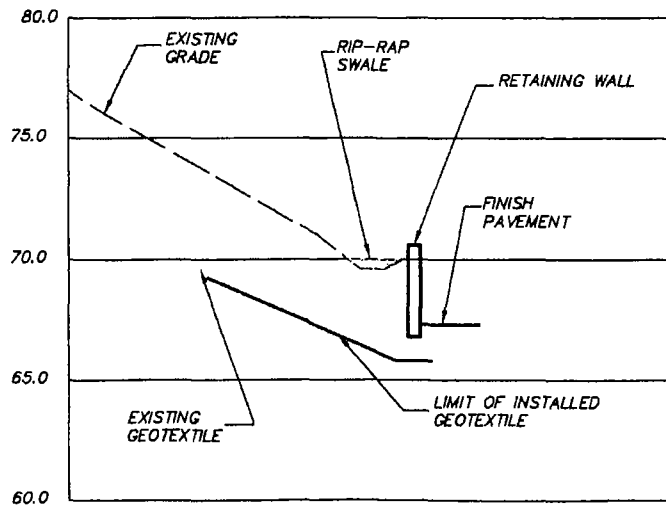
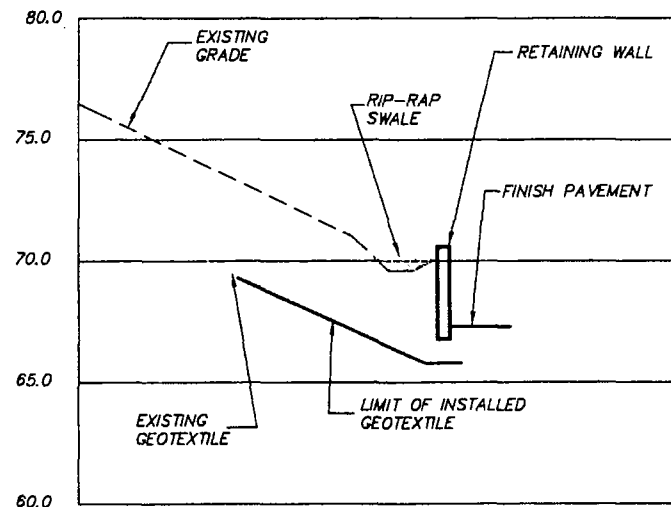
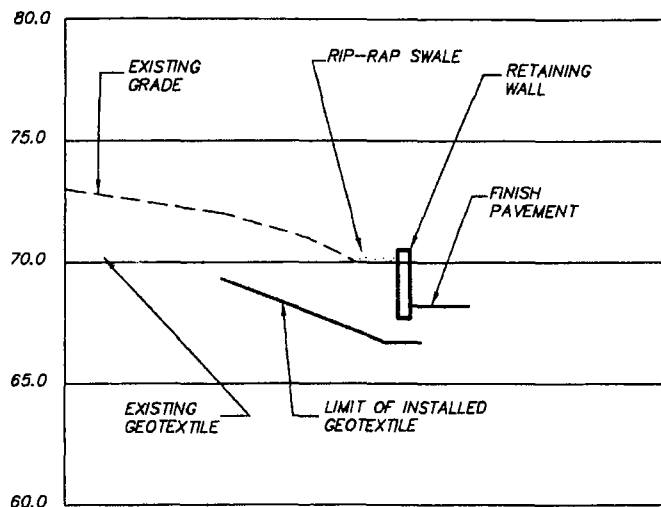
Notes:

1. ALL ELEVATIONS REFER TO NGVD '29.
- 2.



PREPARED BY: **M** MAVERICK Construction Management Services, Inc.

COVER LOCATIONS	112 COMMERCE WAY
WOBURN, MASSACHUSETTS	
SCALE: AS NOTED	DATE: JULY 28, 2009



PREPARED BY:



MAVERICK
Construction Management Services, Inc.

COVER LOCATIONS

112 COMMERCE WAY

WOBURN, MASSACHUSETTS

SCALE: AS NOTED DATE: JULY 28, 2008

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